The University of Chicago

COLLECTIVE BARGAINING AND ARBITRATION

The Case of the Daily Newspaper Industry

A PART OF A DISSERTATION SUBMITTED TO
THE FACULTY OF THE DIVISION OF THE
SOCIAL SCIENCES IN CANDIDACY FOR
THE DEGREE OF DOCTOR OF PHILOSOPHY

DEPARTMENT OF ECONOMICS
1942

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Chapter 2

DAILY NEWSPAPERS

ROBERT K. BURNS

FEW INDUSTRIES have had as interesting and meaningful experience with collective bargaining as newspaper publishing. Production and mechanical operations of the daily press are almost entirely under union jurisdiction. In this industry four great craft internationals have achieved a high degree of organization and, in cooperation with publishers, have developed bargaining relationships that in many respects are remarkable.

Some of the earliest American efforts in collective control, antedating union organization itself, were made in the newspaper industry. Here, also, is found the first recorded voluntary arbitration of industrial disputes. Out of this experience publishers and unions developed, almost forty years ago, the first nation-wide system of industrial arbitration. Through the years this system built up a comprehensive body of industrial law and precedent, strong and flexible procedures, and an effective administration and discipline under which generally peaceful relations have been maintained.

There is an opportunity here to study certain specialized economic effects of collective bargaining under highly unionized conditions. In newspaper publishing unique cost conditions and a complex market situation have an important bearing upon production, employment, the level of wages and long-run collective bargaining policy. Since it is within this framework that collective bargaining functions, it will be well at the outset to analyze briefly some of the industry's more important economic characteristics—its size, production requirements and trends, as well as costs and income. Union-publisher organization and the development and operation of collective bargaining can then be examined more profitably.

1. THE INDUSTRY: ITS ECONOMIC STATUS AND CHARACTERISTICS

a. PRESENT SIZE AND RELATIVE POSITION

In 1939 the United States had 2,147 daily newspapers. When compared with all branches of manufacturing, this industry, together with periodical publishing, in 1937 stood thirteenth in number of wage earners, twenty-second in cost of materials used, but first in value added by manufacture. This is one of the best available measures of the productive importance of an industry. Obviously a relatively high ratio of value added by manufacturing has important implications for the determination of wage levels.

The value of products in newspaper publishing amounted to $862 million in 1937. Wages were $186 million. Exclusive of salaried employees, there were some 110,000 workers, whose annual earnings averaged $1,690, in contrast to $1,380 in book, music and job publishing, and $1,180 in general manufacturing.[1]

The total number employed in the daily newspaper industry itself is about 150,000.[2] Of these, 75,000, or slightly more than 50 per cent, are employed in the mechanical departments where collective bargaining has reached its highest development. The remaining nearly 75,000 are in the editorial, advertising and business departments, where labor organization is a recent development.

In the mechanical departments, all except 11,000 miscellaneous workers, or 14 per cent of the total, are employed in craft operations. Those in the composing room are numerically the largest and most important, constituting over 39,000 workers, or 53 per cent; those in the pressroom number nearly 11,000, or 14 per cent; in the stereotyping division, over 5,000, or 7 per cent; in the photoengraving department, 2,000, or 3 per cent, and in the mailing room, 7,000, or 9 per cent.[3]

b. NATURE AND ECONOMIC CHARACTERISTICS

All of this work requires considerable intelligence, training and mechanical proficiency. The printing trades workers were among

1. "Printing, Publishing, and Allied Industries," U. S. Census of Manufactures, 1937, pp. 5, 12; and special tabulation by the U. S. Bureau of the Census.
2. *Editor and Publisher,* October 29, 1938, Sec. II, p. 1.
3. *Ibid.,* including unpublished data.

the first to organize and, through the decades, they have vigorously and effectively extended their organization and control. Employers, for the most part, are men of outstanding ability, organizing skill and experience, who understand the social and economic forces of which collective bargaining is a part.

Production Requirements

Newspaper publication has unusual and rigorous production requirements. Few industries yield a product quite as perishable as the daily newspaper. Speed, timeliness and regularity of issue are vital to the gathering and dissemination of news and, to a somewhat less degree, of advertising.

Daily and periodic changes are much more important in the newspaper industry than the relatively small seasonal variations in production. The volume of news and advertising may vary considerably; a sudden decrease may create surplus men on a shift, while an increase in either or both may involve extra work and overtime. A newspaper cannot stagger its requirements uniformly throughout a twenty-four-hour period; it must have the required labor forces available on call to meet peak production needs within single shifts. These factors, in addition to the costliness and complexity of machines used, have in part determined the type of labor employed and the need for an elastic labor supply.

Trends in Production

After the Civil War, the newspaper industry entered a period of rapid growth. Daily papers increased from 909 in 1880 to an all-time peak of 2,461 in 1916. Much of this growth was due to the great expansion of the evening press. Since 1916 the number has fallen off rather steadily to 2,331 in 1921, 2,248 in 1929 and 2,147 in 1939.[4] During later years the number of dailies in newspaper chains increased, rising from 158 in 1923 to a peak of 328

4. N. W. Ayer and Son, *American Newspaper Annual,* 1880–1910; *American Newspaper Annual and Directory,* 1910–1929; *Directory of Newspapers and Periodicals,* 1930–1940. The Ayer figures include trade dailies as well as those of religious, fraternal and other such organizations. It is, however, the only compilation which is reasonably comparable from as far back as 1880. *Editor and Publisher* annual data on English-language dailies of general circulation only, going as far back as 1920, record 2,042 dailies in 1920, 2,008 in 1925, 1,942 in 1930, 1,950 in 1935 and 1,888

in 1935.[5] Then a decline set in; by 1937 sixty chains controlled 318 newspapers.[6] The declining trend in the number of papers has developed despite the fact that between 1910 and 1930 total population increased by more than a third, urban population by almost two thirds and the number of urban centers by over 50 per cent.

From a circulation standpoint, however, daily newspaper publishing is still, to a limited degree, an expanding industry. Average daily circulation receded very little throughout the depression, and by 1937 reached an all-time high of 43.3 million. The long-run trend has followed closely the growth of urban population. If the latter curve now tends to flatten out, as population studies indicate, total circulation will probably increase only very slowly, if at all. Other factors, such as the changing market situation for the industry, may well cause circulation declines in the future.

Behind the decline in the number of newspapers and their relative concentration in larger centers[7] is the outstanding trend in the industry today—the growth of one-newspaper cities. Cities with a single daily newspaper numbered only 350 in 1900. By 1920 they had risen to almost 700[8] and by 1937 to nearly 1,100.[9]

in 1939 (Annual Yearbook issues, 1920–1940). The significance of the decline in the number of newspapers is not fully revealed by these figures. Many of the large established newspapers which were important employers of labor have gone out of existence while the many smaller papers which have begun publication, although important numerically, have not afforded as much employment.

5. Although chain newspapers in 1935 amounted to only 17 per cent of all daily and 25 per cent of all Sunday papers, they represented 42 per cent of total daily and 52 per cent of total Sunday circulation. In many localities chain papers with greater capital reserves have been less opposed to union proposals for wage increases and in other ways have influenced collective bargaining.

6. W. Weinfeld, "Growth of Daily Newspaper Chains in the United States: 1923, 1926–35," *Journalism Quarterly,* December 1935, p. 363.

7. Despite the great growth in the number of cities with less than fifty thousand inhabitants, the number of newspapers in these smaller cities has fallen off markedly. In 1910, there were 1,879 daily and Sunday newspapers in 2,133 such cities, whose population totaled approximately 17.5 million. By 1930, the number of papers had fallen to only 1,628, while the number of such cities had risen to 2,974 and their population to 26 million. In cities of over fifty thousand, whose number and population has also increased greatly, the number of papers has risen, but to a lesser degree.

8. Malcolm M. Willey and Stuart A. Rice in *Recent Social Trends,* McGraw-Hill, 1933, p. 205.

9. Alfred McClung Lee, "Recent Developments in the Newspaper Industry," *Public Opinion Quarterly,* School of Public Affairs, Princeton University, January 1938, p. 129.

If cities having only one newspaper or newspapers under a single ownership are lumped together, about 60 per cent of all daily papers are noncompetitive.[10] This is primarily due to the consolidation and suspension of established papers, and secondarily to the extension of the daily press to cities not having a newspaper previously. Of the 913 one-newspaper cities in 1930, a little over a third were the result of the establishment of newspapers in unserved communities, while nearly two thirds were due to consolidations and suspensions. These latter increased four times faster than new papers during the twenty years from 1910 to 1930.[11] Apparently, the increasing number of suspensions and consolidations, the decline in the number of newspapers and the growth of one-newspaper cities go hand in hand.

These trends have real significance for collective bargaining. Reductions in the number of competitive newspapers may insure greater financial stability for the industry, more stable collective bargaining relationships and higher wage rates. But they may also mean declining employment. Concentration of newspapers in larger centers tends to lessen mechanical man-hour requirements per unit of output. Contributing to these trends are certain cost conditions and a changing market situation.

Costs

In the mechanical departments, with which this study is chiefly concerned, wages are only a minor part of total production costs. It is estimated that out of total expenditures (excluding capital charges and rent) of $600 million made by the newspaper industry in 1936, mechanical wage costs were only $137 million, or 23 per cent.[12] They were, in fact, slightly less than the expenditures

10. From a survey by Charles J. Cole cited in *Editor and Publisher,* October 29, 1938, p. 30.

11. W. Carl Masche, *Factors Involved in the Consolidation and Suspension of Daily and Sunday Newspapers in the United States Since 1900: A Statistical Study in Social Change,* unpublished thesis, University of Minnesota, 1933, p. 122.

12. Arthur Robb, *Editor and Publisher,* January 9, 1937, p. 40. Mechanical labor costs as a proportion of total operating costs and expenditures are, of course, even lower. The statements filed by Hearst Publications, Inc., before the Securities and Exchange Commission in Washington, March 20, 1937, showed the cost of mechanical labor to be only 12.5 per cent, 12.9 per cent, and 13.2 per cent of this total in the years 1934, 1935 and 1936, respectively.

for paper, ink and other materials, which amounted to $156 million. Yet the mechanical payroll exceeds that of other departments; it is 45 per cent of total labor costs as compared to 36 per cent for business and advertising and 19 per cent for editorial departments.[13]

Perhaps even more significant than these constituent cost relationships is the essential nature and character of cost in the industry, its relation to changes in total circulation, to the number of newspapers and to the output of each. As we shall see, these inherent cost characteristics, together with a changing market situation for the industry, go far to explain production trends and the limited competitive conditions that prevail.

Newspaper publishing is an industry of decreasing unit costs, enjoying important economies of large-scale production. As a newspaper increases its circulation, man-hour requirements in the mechanical departments do not rise proportionately. Man-hour requirements in the composing room are unaffected by any change in circulation unaccompanied by a corresponding change in lineage; the effect on photoengraving and stereotyping is likewise negligible. While man-hour requirements in the pressroom and in mailing tend to increase as circulation rises, actually they fall relatively because of economies in equipment and technique realized only as scale of operations is increased.[14]

It has been shown that when circulation doubled from 50,000 to 100,000, mechanical man-hour requirements for composition, stereotyping and presswork on each four-page section increased from 164 to 173, or approximately 5 per cent, while the number

13. In 1936, 224 newspapers in forty-four states reported that their mechanical payrolls amounted to $54.3 million, or 45 per cent of total labor cost; editorial $22.5 million or 19 per cent; and general payroll (business and advertising) $43.1 million or 36 per cent. A breakdown of mechanical wage costs shows that more than one half, or 52 per cent, is for the composing room. One sixth, or 17 per cent, covers labor cost in the pressroom, 8 per cent is for stereotyping, 8 per cent for mailing operations, 4 per cent for photoengraving, and 11 per cent for delivery room operations. American Newspaper Publishers Association, *Bulletin B-Special No. 6771,* issued from the New York office, December 10, 1937, p. 635.

14. In the nonmechanical departments, the circulation department will reflect expanding output in increased personnel; the work force in the business department will increase somewhat, and the editorial department least, assuming no changes in bulk size or frequency of issue.

of copies produced per man hour rose from 305 to 580. As circulation jumped fivefold, from 100,000 to 500,000, mechanical man-hour requirements increased from 173 to 239, or only 38 per cent, but the number of copies produced per hour rose from 580 to 2,092. In the first case, mechanical wage cost rose approximately $11, from $208 to $219, but labor cost per ten thousand copies declined from $41.65 to $21.85—revealing the enormous reductions in cost from expansion in output. As circulation rose from 100,000 to 500,000, mechanical wage cost increased from $219 to $301, while the labor cost per ten thousand copies further declined from $21.85 to $6.02.[15]

Obviously, such economies of large-scale production are inconsistent with the maintenance of competitive conditions. They lead to concentration of production in a steadily diminishing number of units. As noted above, actual trends in the industry confirm these theoretical expectations to a surprising extent.

Revenue

Changing market conditions have affected differently the revenue from the industry's two products—news and advertising. Because of the highly inelastic demand for the news product, circulation income has been relatively stable, averaging about one third of total revenue. In fact publishers have successfully raised subscription prices to offset in part increased costs and declining advertising income.[16] This should tend to increase and stabilize total newspaper income and, in the long run, give a firmer financial base for collective bargaining.

15. S. Kjaer, "Productivity of Labor in Newspaper Printing," U. S. Bureau of Labor Statistics, *Bulletin No. 475,* 1929, pp. 20, 25.

16. Between 1900 and 1920, the modal subscription price for daily newspapers was about $5 per year. By 1930 this had risen to $7 (Masche, *op. cit.,* p. 103). More recently, per copy prices have registered increases. Out of 375 daily papers surveyed in 1936, 45, or 12 per cent, increased their price that year (American Newspaper Publishers Association, *Bulletin No. 6776,* issued by the New York office, 1937, pp. 651-652). A later survey showed that in the first nine months of 1938, 194 dailies out of 873 had raised their circulation rates. Temporary losses in circulation of approximately 10 per cent were "in great part regained . . . in the ensuing three to six months." (*Ibid., No. 6891,* 1938, p. 669.) Since the percentage price increases are generally much greater than circulation losses, this indicates that the demand for the news product is rather inelastic.

From advertising, newspapers obtain approximately two thirds of their income. Such revenue has been highly unstable and greatly influenced by changes in business activity. From a peak of $797 million in 1929, newspaper advertising fell in 1933 to $429 million, or 54 per cent of its former high, and in 1937 amounted to $574 million.[17] For this decline there are two main causes: smaller advertising appropriations, and the rise of competitive advertising media.

Total expenditures for advertising in the principal media in 1937 were $968 million, or only 13 per cent below the 1929 peak of $1,115 million.[18] During that time, newspaper advertising declined 28 per cent. The daily newspaper's share of the national-advertising dollar dropped from 47 cents in 1929 to 41 cents in 1937, while radio's share increased from 3.5 to 15 cents.[19] In local advertising, the financial bulwark of the press, the decline in newspaper and rise in radio advertising were even more pronounced. Obviously, these trends in newspaper advertising and the rise of competitive media affect collective bargaining and wage policy in the newspaper field.[20]

Newspaper income has been relatively stable during depressions as compared to periodical publishing, commercial printing and all manufacturing; but it has lagged somewhat in recovery. Up to 1929, newspaper publishing enjoyed a steady growth in total income, reaching a peak of $1 billion that year. During the twenty years before the depression, its products increased in value almost fourfold. With the onset of the depression newspaper income declined considerably. By 1933, it had fallen to $688 million, a decline of 38 per cent; in 1937 it had risen to only $862 million, or about 20 per cent below the 1929 peak. In contrast, manufac-

17. "Printing, Publishing, and Allied Industries," *U. S. Census of Manufactures,* 1937, p. 12.

18. Estimates made by L. D. H. Weld, *Printers' Ink,* June 16, 1938, pp. 19-22.

19. Compiled from reports in: Broadcaster's Yearbook; L. D. H. Weld, *op. cit.;* and American Newspaper Publishers Association, *Reports of the Bureau of Advertising,* Chicago, 1929–1937.

20. There is a substantial degree of integration between newspapers and radio stations in terms of ownership and affiliation. Out of a total of 732 radio stations in operation in April 1939, 229, or almost one third, were newspaper-owned or -affiliated (ANPA *Annual Report,* 1939, p. 41). In 1940, newspapers had a proprietary interest in 269 out of 814 licensed radio stations. *Ibid.,* 1940, p. 302.

turing income declined 55 per cent between 1929 and 1933, but in 1937 was only 13 per cent under its 1929 level.

Throughout the years newspaper publishing as a whole has appeared to be a relatively prosperous industry.[21] Earnings of some of the big and well-established papers and chains have been both large and stable.[22] Some of the less well-established and smaller papers have not been so fortunate. A growing number have been unable to meet the higher costs and newer competition of recent years. Fewer newspapers, shifts in production, new competition and declining income—all these affect collective bargaining by posing problems which the parties involved have not fully faced before.

2. UNION ORGANIZATIONS: THEIR STATUS, JURISDICTIONS AND FUNCTIONS

The International Typographical Union, organized in 1852, is the oldest national union in the country. Originally all printing trades were under its jurisdiction. With increasing specialization and division of labor in the industry, however, the pressmen, photoengravers, and stereotypers and electrotypers formed separate national unions. The pressmen seceded in 1889, although jurisdiction was not formally surrendered by the ITU until 1894. The stereotypers' and electrotypers' secession movement began in 1898 and ended with formal recognition in 1901. Photoengravers formed a national union in 1900, which was recognized in 1904. The mailers are organized into a semiautonomous trade district

21. A study of profits of large corporations engaged in manufacturing, covering the period 1919–1928, showed newspaper publishing—as represented by a sample of the larger corporations—had earnings of almost 26 per cent on capital invested, and was the second most profitable industry (Ralph C. Epstein, *Industrial Profits in the United States,* National Bureau of Economic Research, 1934, p. 43). In a subsequent study, bringing the data up to 1932, printing and publishing showed a slight deficit, but it was listed by the National Bureau of Economic Research as one of the relatively profitable industries of the year. Solomon Fabricant, "Profits, Losses, and Business Assets, 1929–1934," National Bureau of Economic Research, *Bulletin No. 55,* April 11, 1935, pp. 4, 12.

22. See, for example, net income data for the Chicago Daily News, Inc., The Gannett Company, Inc., The Copley Press, Inc., The Brush-Moore Newspapers, Inc., and the Scripps-Howard Newspapers, in *Moody's Manual of Investments, Industrials.* For income and other data on the Hearst newspapers, see the *Registrants File,* Securities and Exchange Commission, Washington, 1938.

union within the Typographical Union, under provision made in 1898.

These unions have established a remarkably high degree of organization. The pressmen and stereotypers control about 95 per cent of all "situations" for their crafts in the daily newspaper field. Between 90 and 95 per cent of newspaper photoengravers and about 90 per cent of the typographers on daily papers are members of their respective unions.

a. JURISDICTIONS AND EMPLOYMENT

The Typographical Union claims the exclusive right to organize compositors, machine tenders, mailers and proofreaders who are practical printers. In addition, it requires locals to maintain scales for all copyholders and machine tenders' assistants regardless of whether they are members of the union, and recently it has insisted that vacancies among composing room helpers shall be filled by journeymen or apprentices.[23] The jurisdiction of the Pressmen's Union in newspaper plants covers pressmen, paper handlers and certain other workers whose membership in the union is negligible. The stereotypers and electrotypers, who make duplicate plates for presses, the photoengravers, who make the cuts for illustrations, and the mailers, who perform labeling, wrapping and mailing work, all claim jurisdiction over their crafts as well as over associated miscellaneous help.

Newspapers are important or major employers of members of these unions. Some 56 per cent of the 59,709 union compositors who work at the trade are employed on newspapers; 28 per cent of the 43,700 union pressmen, 49 per cent of the 8,699 union stereotypers and electrotypers, and 21 per cent of the 10,398 members of the Photo-Engravers' Union are in newspaper employment.[24]

23. ITU, *Proceedings,* 1939, p. 138. This action was precipitated by the attempts of the American Newspaper Guild to have itself certified as the bargaining agency for certain unskilled or semiskilled composing room workers. The Typographical Union accordingly reasserted its jurisdiction over and control of all composing room work performed by nonmembers.

24. Typographical journeyman membership, exclusive of mailer and news writer members, was 74,004 on May 1, 1940. The number of typographers working or seeking work at the trade totaled only 59,709—the larger figure including aged, incapacitated and retired members. Mailers numbered 5,164, and news writers 58.

b. GOVERNMENT AND FUNCTIONS

All printing trades unions function through the convention, an executive council or board of directors, and the referendum. All but the pressmen hold annual conventions. Quadrennial conventions of the pressmen were temporarily suspended in 1932 and 1936, but one was held in 1940. Convention delegates are apportioned on a basis that gives smaller unions representation of greater proportion than their membership. Because of the costs involved in sending delegates, however, smaller unions are usually underrepresented at conventions, where union laws are adopted and broad bargaining policies formulated.[25] Only the Pressmen's Union recognizes the division of interest existing between its newspaper and commercial members and allows the newspaper people to act separately upon measures for the regulation and control of their branch.

Referendums on important issues increase the influence of the smaller locals which are usually more conservative in their demands under collective bargaining. Moreover, the referendum has contributed to greater centralization of power in the internationals, since it counteracts the influence of the larger stronger locals who usually oppose encroachment on their autonomy and freedom of action.

ITU, *Officers Reports,* 1940, pp. 118, 147. (Figures compiled from quarterly reports from locals for three months ending April 30, 1940.) Estimate of newspaper employment based on data from their membership survey as reported in their *Bulletin,* Supplement, November 1935.

Pressman membership based on per capita tax payments, as reported to the American Federation of Labor. (AF of L, *Report of the Executive Council,* 1940, p. 11.) Estimate of newspaper employment based on data from the Service Bureau, International Printing Pressmen and Assistants' Union.

Stereotyper and electrotyper membership from ISEU, *Journal,* July 1940, p. 34; photoengraver membership from IPEU, *Officers Reports,* 1940, pp. 4, 31. These figures differ somewhat from those given in AF of L, *Proceedings,* 1940. (See the "Book and Job Printing" chapter.)

From ISEU, *State of Trade Report,* April 1939, it is estimated that about 4,958 of this union's members are stereotypers, of whom 86 per cent work on newspapers. Electrotyper members of the union are employed for the most part in commercial work. The percentage of photoengravers in newspaper work was calculated from reports on 8,576 members.

25. Only in the Pressmen's Union does the International pay the expenses of delegates to the convention.

In all the internationals the executive council has large powers, and its influence on conventions, union policy and collective bargaining is considerable. Between conventions, the council supervises all union matters. The president, who generally controls the council, appoints convention committees, including the important "committee on laws," through which all "proposals" are presented to the conventions.

Subject to the approval of their respective executive councils, international presidents appoint representatives and organizers and supervise their relations with the local unions. These subordinate unions function through general meetings, and their standards are policed through shop organizations, or chapels.

Dominance of Internationals

Subordinate unions in the printing trades pass laws and handle their own affairs within the limits of international union laws. Throughout the history of union organization in the printing trades the trend has been toward greater control by the internationals. At present all but the stereotypers require local unions to submit their constitutions and by-laws to the executive council for approval. While collective bargaining and the negotiation of agreements is a local union responsibility, no stereotyper contract is valid unless approved by the international. The typographers, mailers, pressmen and photoengravers go even further, requiring the international to pass on the terms which a local union proposes to present to an employer, as well as on the completed contract. In the case of all the unions, approved contracts (which constitute the great majority of all contracts) are underwritten or guaranteed by the respective internationals. Finally, the internationals, through their laws, prescribe minimum conditions which must be met in local contracts. These requirements have become more rigorous through the years, particularly those of the Typographical Union, the scope and intricacy of whose laws present problems of interpretation and enforcement.

The internationals also lay down the procedure that must be followed before a strike can be initiated, and all strikes must receive international sanction before locals become eligible for the

strike benefits which all of these internationals provide.[26] During negotiations internationals frequently aid the locals in interpreting contracts, analyzing proposals made by the publishers, and drafting counterproposals. Their research and service departments, particularly the Typographers' and the Pressmen's, provide the subordinate unions with data on changing trends in craft wages, cost of living, the volume of advertising and other information of great value in collective bargaining and arbitration. Finally, international officers serve as union representatives on national boards of arbitration, which are long-established institutions in the industry.

3. PUBLISHER ORGANIZATIONS AND THEIR FUNCTIONS

Publishers are organized for collective bargaining into one or more of the following types of organizations: local publisher associations, usually in the larger cities; state or regional associations; and a national organization, the American Newspaper Publishers Association.

a. CITY AND REGIONAL ASSOCIATIONS

The local or city association was the first form of publisher organization. As early as 1886 a permanent local association was formed in Chicago. About the same time similar organizations sprang up in Washington, Pittsburgh and other cities. Growing union strength and increased complexity of collective bargaining were primary factors in furthering publisher cooperation and organization.

The labor activities of the local association are usually carried on by a paid full-time secretary or labor expert. He negotiates with the local unions, represents the publishers in collective bargaining and arbitration, and through the American Newspaper Publishers Association keeps informed on trends in industrial relations

26. All the internationals also provide mortuary benefits. In addition the Typographical and Pressmen's unions provide old-age pensions and maintain a home and a sanitarium for aged and infirm members; the Stereotypers have a group insurance plan and provide a home for aged members; while the Photo-Engravers have a tuberculosis benefit system and a group insurance plan. In 1939 pension funds paid by the Typographical Union constituted more than one half of all pensions paid out by AF of L unions.

throughout the industry. While local associations are completely independent organizations, they are generally guided in their labor activities by the national association and rely heavily on it for fact-finding and statistical aid and for the broad formulation of collective bargaining policy.

State and regional associations likewise have no formal connection with the ANPA but cooperate with it informally. They are active in collective bargaining and frequently employ a labor relations expert to help their members in negotiations and related matters.[27] Unlike the city associations, they do not negotiate joint agreements for all their members. Since there is no close coordination between these associations and the local and national organizations, they do not always pursue the same policy in collective bargaining and industrial relations. As a result the publishers have been hampered at times in taking a united stand.

b. The American Newspaper Publishers Association

The importance of the American Newspaper Publishers Association is shown by the fact that in 1935 its members represented about 80 per cent of the circulation of all daily newspapers, employed about the same per cent of the newspaper employees, and used more than 80 per cent of all newsprint paper consumed in the United States.[28]

The Association was organized in 1887 by representatives of fifty-one newspapers [29] for the sole purpose of dealing with trade

27. Membership in the regional associations, as in the national association, is limited to daily newspapers. State associations in general do not so limit their membership. In 1933 the number of members in these associations who published daily papers was as follows: Inland Daily Press Association, 250; Southern Newspaper Publishers Association, 205; California Newspaper Publishers Association, 132; Pennsylvania Newspaper Publishers Association, 111; New York State Publishers Association, 80; New England Daily Newspaper Association, 72; Del-Mar-Va Daily Newspaper Association, 56; and the Pacific Northwest Publishers Association, 35. Figures on membership submitted by Elisha Hanson, attorney for the American Newspaper Publishers Association, in NRA, *Hearings on the Proposed Code of Fair Practices and Competition for the Newspaper Publishing Industry*, 1933, pp. 1210-1211. Files on Newspaper Code, NRA Record Section, U. S. Department of Commerce, Washington.

28. Elisha Hanson before the Committee on Education and Labor, U. S. Senate, 74th Congress, *Hearings* on S. 1958, 1935, Part III, p. 649.

29. E. B. Dietrich, "National Arbitration in the Balance," *Social Forces*, December 1929, p. 286.

activities. Its functions were later expanded to embrace other matters, including labor relations which are now directed by a special standing committee.[30] The ANPA is supported by annual dues based on circulation and by monthly dues fixed according to the number of machines in the mechanical departments. By 1905 membership in the Association had increased to 239. In 1930 it stood at 501. With the decreasing number of newspapers in recent years, membership was 436 in 1935, and 449 in 1940.[31]

The Special Standing Committee

The Special Standing Committee was appointed in 1900 "to take up labor questions affecting generally the members of the American Newspaper Publishers Association," and to negotiate an arbitration agreement with the Typographical Union, which then included all local unions in the printing trades but the pressmen. It has functioned continuously for forty years and has a full-time chairman and staff, with permanent offices in Chicago.

From the date of its creation, the committee has adhered to its original purpose: "not . . . to provoke controversies or to antagonize labor, but on the contrary to promote a better understanding between union members and their employers." [32] Its office is a clearing house for publishers in the interchange of ideas and information related to collective bargaining. Its chairman looks after the interests of member publishers directly or through local associations and stands ready to assist them in their negotiations with local unions. For use in negotiating contracts or in arbitration, the Committee furnishes wage and hour data, analyses of scales and contractual provisions in comparable cities, digests of arbitration awards and precedents, and information on publishers' rights under existing contracts and union laws. Through its confidential bulletin and special memoranda it keeps members informed on

30. The Association maintains separate departments which specialize in advertising, traffic, mechanical and labor problems. In 1939 committees reported to the delegates at the convention on such matters as advertising agents, radio, newsprint prices and production, traffic and transportation problems, journalism and printing trades schools, social security and other legislation, and labor relations.

31. ANPA, *Annual Reports,* 1905–1940.

32. Statement by the Special Standing Committee in 1900. Quoted in George A. Tracy, *History of the Typographical Union,* ITU, Indianapolis, 1913, p. 642.

economic trends, labor relations and developments in collective bargaining throughout the industry. It cooperates with officials of the various internationals in adjusting disputes, settling differences and in furthering collective bargaining and arbitration between local parties.

Although the membership of the American Newspaper Publishers Association represents less than one quarter of all daily newspapers, it employs about 72 per cent of all union news compositors.[33] The Association has estimated that its members employ an even higher percentage of the newspaper craftsmen in the other printing trades unions.[34] In 1935, the composing rooms of 86 per cent of its member papers were union, while only 14 per cent were either nonunion or open shop.[35]

The Open-Shop Department

The small minority of Association members who operate on a nonunion basis was served until recently by the Open-Shop Department, established in 1922 when open-shop sentiment was increasing in almost all industries. Union-shop members opposed the new department, fearing that contractual relations with the unions might be adversely affected. Open-shop members, however, argued that they were entitled to as much service from the Association as union-shop publishers. After prolonged discussion, an Open-Shop Department was established "under such conditions as will enable it to become a substantial aid to members who desire permanently to operate under open-shop conditions, it being definitely understood that this department is under no circumstances to be used as a strikebreaking organization." [36]

Actually, the chief activity of the Open-Shop Department was to furnish nonunion workers to newspapers experiencing or threatened with strikes.[37] During recent years its operations have been

33. ITU, *Bulletin,* Supplement, November 1935, p. 264.
34. ANPA, *Annual Report,* 1933, pp. 541-542.
35. ITU, *Bulletin,* Supplement, November 1935, p. 264.
36. ANPA, *Annual Report,* 1922, p. 351.
37. Enrollment in the Open-Shop Department obligated members to "pledge themselves to furnish one or more men at the call of the Executive Secretary of this division, to work in any office where there was trouble," expenses to be paid by the publisher who was thereby aided. ANPA, *Annual Report,* 1923, pp. 338-339.

greatly curtailed. The Wagner Act and the Byrnes Law, forbidding the transportation of strikebreakers across state lines, contributed to its decline. Now virtually inactive, the department has at no time seriously threatened unionism in the newspaper trades.

4. DEVELOPMENT OF COLLECTIVE BARGAINING

a. BACKGROUND OF COLLECTIVE BARGAINING IN THE INDUSTRY

Collective bargaining of printers in America in a sense antedates union organization itself. In the late eighteenth century, temporary "general meetings" were occasionally called whenever a matter of general importance arose.[38] When the meeting had decided what the attitude of the trade was to be, those who were willing signed an agreement to stand by each other during the difficulty.

Establishment of a wage scale was responsible for sporadic organization in the last five years of the eighteenth century and in the early nineteenth century. Short-lived though these societies were, they nevertheless developed certain forms of cooperation which led eventually to stable organization on a national scale.[39] When a local society voted a new "price list," or scale of wages, other societies were urged to prevent employers from securing printers from their cities. If a strike resulted, other societies were asked to notify their journeymen. They also cooperated in exchange of names of journeymen transgressing rules of the trade.[40] The more permanent societies organized after 1830 strengthened all these forms of intersociety cooperation. It became apparent, however, that this was not enough. Lack of control over the labor supply, inability to support strikes, and absence of clearly established policies definitely limited the effectiveness of the societies.

Birth of ITU

Although there had been one short-lived attempt to organize a national union some fifteen years previously, a successful move-

38. Tracy, *op. cit.*, p. 17.

39. See George E. Barnett, "The Printers," *American Economic Association Quarterly*, October 1909, pp. 16 ff.

40. The "price lists" and other rules of societies at that time were binding upon members, but not upon employers.

ment did not start until 1850, when a convention of printers was called for the purpose of setting up a national organization.[41] At the third convention, held in 1852, the National Typographical Union came into existence, and with a change in name has continued ever since.

For more than thirty years after its organization the national union had little effect on collective bargaining. Its sovereignty over subordinate unions was stated in strong terms but in reality it exercised few powers. Instead, it merely made more effective the forms of cooperation between local unions that already existed. Its main function was to prevent employers from hiring strikebreakers and to prevent printers from violating "scales" set by local unions. National rules were almost without exception stated in terms of "recommendations" to local unions. The National had no way to discipline its locals other than to suspend or expel them. Such local negotiations as there were between publishers and unions continued to be more a matter of "higgling" than collective bargaining.

b. Development of Formal Collective Bargaining, 1885–1900

Increased power and control of the International Typographical Union, as it had come to be called, came after establishment of a "defense fund" in 1885. Local unions previously had been jealous of their autonomy, and not until they suffered severe reverses were they willing to strengthen the International. The severe depression from 1873 to 1878 was instrumental in changing their attitude, as was the success of certain internationals in other trades, which had begun to centralize controls and establish ways of aiding their subordinate unions. The Typographical Union's defense fund enabled locals to get strike benefits, if the international executive council sanctioned the strike in advance. While local unions thus strengthened their bargaining position with the publishers, the International increased its control over union bargaining policy. By fostering conciliation and arbitration, and by promoting written contracts, the international organization contributed to the extension of

41. Barnett, *op. cit.*, pp. 23-25; National Typographical Convention, *Proceedings*, Washington, 1836.

contractual relations between unions and publishers. By 1902, such control had developed to a point where, according to union law, no local union could sign a contract until it was approved by the international president.[42]

Centralization of union control over bargaining policy was also increased in 1884 when the first successful typesetting machine appeared. Obliged to consider very carefully the national problem created by this revolution in the printing process, local unions turned to the International for guidance in developing a common policy. The wisdom and success of this guidance greatly increased the prestige of the International. It refused to oppose introduction of the machines or reduce the scale for hand composition in order to compete with them. Instead, it encouraged printers to learn machine operation and granted wage concessions during the training period. Later events proved the union contention that skilled printers made better machine operators than those inexperienced in composing room work.

Publishers' Associations Stimulated

Concurrent with these developments which increased union strength, and in part stimulated by them, was the establishment of local publishers' associations. Such organizations, as instruments for negotiation, also contributed to the wider use of written agreements, to the formation of definite bargaining procedures and to more centralized and more responsible union organization.

The introduction of arbitration was closely bound up with the coming of publishers' associations and the growing use of written contracts. Although the Typographical Union had, as early as 1871, recommended arbitration of wage disputes, not until 1875 did local unions and publishers, notably in Chicago and later in Washington, resort to it. The Chicago publishers' association and the local typographical union concluded agreements in 1892, and again in 1897, which provided that all disputes arising out of the interpretation of the contracts should be settled by conciliation and

42. ITU, *Proceedings,* 1902, p. 110. As we shall see, the use of internationally approved written agreements received great impetus after 1900 from the system of international arbitration which was established.

arbitration.[43] The procedures established were models for the first national arbitration agreement in the industry.[44]

C. INDUSTRIAL RELATIONS UNDER THE INTERNATIONAL ARBITRATION AGREEMENTS

(1). *Inauguration of the International Agreements*

In the years immediately before 1900, a number of serious strikes spurred some publishers to more serious consideration of their labor problems. Union control of the labor supply had become a power to be reckoned with. In other strongly organized industries, employers' associations were dealing directly with the national unions, and some sort of national agreement in the newspaper industry seemed feasible. Operation uninterrupted by strikes was indeed becoming especially important to newspapers, for the industry was expanding, and advertising revenue—so dependent upon continuous publication—was increasing in relative importance.

These considerations led the American Newspaper Publishers Association in 1900 to set up a Special Standing Committee to deal with labor problems. Important local variations in publishing conditions, requirements and problems precluded national bargaining for scales and working conditions. But the partial success of arbitration agreements in the few cities where they had been tried out suggested that local arbitration might be extended and improved by a national agreement. Accordingly, the Committee presented the idea of a national arbitration agreement to the typographers' convention where it met with a favorable response. The agreement subsequently negotiated, and effective for one year beginning May 1, 1901, was approved unanimously by the convention of the Publishers Association—on condition that acceptance by

43. T. H. Robinson, *Chicago Typographical Union No. 16 and Its Relations With the Newspapers,* unpublished thesis, Graduate School of Social Service Administration, University of Chicago, 1924, pp. 162-165.

44. See H. B. Fagan, *Industrial Relations in the Chicago Newspaper Industry,* unpublished dissertation, Department of Economics, University of Chicago, 1930, pp. 89 ff.

individual publishers be made voluntary.[45] The union members accepted the plan by a referendum vote of 12,544 to 3,530.[46] Thus was inaugurated a twenty-one year period of international arbitration agreements and a tradition of arbitration in the industry which survives today.

(2). *Arbitration Agreements Between the ANPA and ITU, 1901–1922*

The first International Arbitration Agreement was limited to disputes arising out of the interpretation of local contracts. A local union and publisher who could not settle such a dispute by conciliation were to set up a local arbitration board, each party to select one arbitrator and the two thus chosen to select a third. The board's decision was binding unless appealed by either party to the International Board of Arbitration, consisting of the president of the international union, the Labor Commissioner of the Publishers Association, and, should they disagree, a third member selected by these two.[47] Although the International Board was designed primarily as an appeal agency, it could also hear disputes directly "if local arbitration or arbitrators [could] not be agreed upon."

Any publisher operating a union shop, and electing to sign the

45. The Association at that time numbered among its members some two hundred newspapers. These papers employed a total of about twenty thousand mechanical workers, of whom about 60 per cent were union members. Seventy-five per cent operated union composing rooms. Since some publishers were skeptical of local union responsibility, and since some operated nonunion composing rooms, the members of the Association would endorse the agreement only if acceptance by individual publishers were made voluntary. See statement of the ANPA Labor Commissioner in ITU, *Proceedings*, 1900, p. 41; and ANPA, *Bulletin No. 837*, 1901, p. 162.

46. Tracy, *op. cit.*, p. 647. The favorable vote of the union membership was partly a result of vigorous support by national union executives, who took what they themselves termed "a somewhat unusual course" and campaigned for the agreement through the union journal. The officers viewed the agreement with particular favor at that time as a means of strengthening the union for its contemplated fight for the eight-hour day in the commercial branch of the printing industry. See ITU, *Officers Reports*, 1900, pp. 6-7; ITU, *Proceedings*, 1911, pp. 359-360; E. B. Dietrich, *op. cit.*, p. 288.

47. The Labor Commissioner had been appointed at the time the Special Standing Committee was established. In 1907 the former office was abolished and the Chairman of the Special Standing Committee took over the duties previously allocated to the Commissioner.

agreement, entered into a contract with both the local and the international union, the latter guaranteeing observance of the local contract terms. No strikes or lockouts were allowed during the life of a local contract. Conditions existing at the time an issue was raised were to prevail until settlement by conciliation or arbitration. If either party refused to comply with a majority decision of the National Board, his national organization was to withdraw all support and publicly disavow his acts.

This original agreement, however, provided no protection against strikes which might occur when a contract expired.[48] Nor were sympathetic strikes outlawed, for international union law required that local contracts provide for the suspension of contractual obligations when an affiliated union struck or was locked out after other efforts to settle a dispute had failed. Nevertheless, the Agreement was very successful during its first year of operation. No administrative difficulties were experienced and no strikes took place in shops covered by the Agreement, although seven strikes occurred in composing rooms outside it.[49] In particular, the one case brought before the International Board convinced the publishers' Labor Commissioner that effective protection against stoppages was afforded, for despite a delay of more than one year before final settlement, a threatened strike was averted.[50] The president of the union noted with satisfaction that twenty newspaper offices had been unionized during the year.[51] Both sides agreed to the renewal and extension of the Agreement for a five-year period. Subsequent five-year agreements were negotiated in 1907, 1912 and 1917.

48. The International Agreement provided that a publisher could elect to enter into the Agreement with "*any* or all mechanical departments" which were union departments. Thus a publisher might choose to enter into arbitration with composing room employees, but not with stereotyping, photoengraving or mailing departments. The international union officers were not willing to extend the scope of the agreement to the negotiation of new contracts under these conditions, for without the concerted action of union members in all departments, publishers would have the opportunity of using their economic power to force weaker departments to accept their terms. See statement of President Lynch in ITU, *Officers Reports,* 1901, pp. 6-7. All departments except pressrooms were then under ITU jurisdiction, although they were organized into semiautonomous trade-district unions.

49. Tracy, *op. cit.,* p. 689.

50. ANPA, *Bulletin No. 964,* 1902, p. 367.

51. Tracy, *op. cit.,* p. 689.

Subsequent Arbitration Agreements

In the twenty years from 1902 to 1922, three important types of modifications were incorporated in the arbitration agreement. These included changes in scope, in the constitution of arbitration boards and in procedure. The scope of the second agreement was extended to cover the negotiation of new contracts, so far as their wage and hour provisions were concerned. After 1903, other working conditions and shop practices not regulated by international or local union "laws" were also made arbitrable. The third and subsequent agreements further extended arbitration by providing that rules (or "laws") of local unions "affecting wages, hours and working conditions" were subject to decisions of the boards in cases of dispute. This had the effect of preventing local unions from arbitrarily imposing new shop rules, and thereby helped to eliminate what had hitherto been a source of considerable friction.

In 1907, important changes were made in the constitution of local and international arbitration boards. Local boards were enlarged to four members—two representatives of the union and two of the publisher; and membership of the International Board was increased to six—three executive officers of the international union and three from the Special Standing Committee. But the provision for adding an impartial chairman, either locally or nationally, when these representatives became deadlocked, was eliminated. This radical change was occasioned by the fact that, following the extension of the agreement to the negotiation of new wage scales, some local unions became dissatisfied with the decisions rendered by the arbitrators. Unions complained that "the . . . chairman is frequently taken from walks of life where there is little opportunity for the gathering of that knowledge of newspaper management and composing-room conditions that is essential to a fair adjustment of a proposed wage scale in controversy." [52] After the change, however, both local and national deadlocks were such a problem that in 1911 impartial chairmen were restored.

52. Statement of President Lynch of the International Typographical Union, *ibid.*, p. 852.

A Test of the Agreement

A real test of the effectiveness of the arbitration agreement came with the great increase in cases following its extension of scope in 1902. An important weakness was revealed, the failure of the agreement to define arbitration procedure in unequivocal terms. In 1902 and 1903 procedural disputes were, in fact, largely responsible for authorized strikes in two jurisdictions. International union officers believed the local publishers involved had forfeited their right to the protection of the agreement by their unlawful procedure; the publishers, on the other hand, thought the union had violated the no-strike provision.

The difficulties were ironed out by drawing up a Code of Procedure in 1903 which, with modifications, remained a part of the arbitration agreements thereafter. It outlined specific steps to be taken in initiating arbitration proceedings, and definite rules for the conduct of hearings. As an enforcement measure, the International Board was empowered to investigate complaints of "evasion, neglect, collusion or fraud"; and if the complaints proved justified it could either order a rehearing or annul the local arbitration contract.

The code also included this definition of the scope of arbitration with relation to union laws:

> Local union laws, not affecting wages and hours, and the laws of the ITU shall not be subject to the provisions of the Arbitration Agreement: Provided . . . that International and Local laws enacted subsequent to the execution of an arbitration or a local contract shall not affect either contract during its life.[53]

Local parties were required thereafter to submit points in dispute to the International Board for certification of arbitrability, prior to all arbitration hearings.

The broadened scope and increasing acceptance of arbitration contracts compelled further procedural changes. The International

53. *Stipulations, Interpretations, and Code of Procedure Governing the Execution of the Arbitration Agreement between the ANPA and the ITU,* October 1903, Section 2. Some disputes over the exact construction to be placed on this clause later resulted in the drawing up of a more precise clause in the 1917 agreement, providing that the laws exempt from arbitration were those in effect at the time the International Arbitration Agreement was last negotiated.

Board became overloaded with cases upon which local boards deadlocked, or which were brought directly to it without a local hearing. This situation became particularly serious after 1907. As a result, amendments designed to insure more local decisions were added to the Code of Procedure in 1909. A distinction was made between the procedure for settling disputes over interpretation of existing local contracts, and cases relating to negotiation of new contract terms. The former could be taken directly to the international union president and the chairman of the Special Standing Committee, in order to obtain prompt settlement. But those involving new contract terms were to be considered first by a local board, and by the International Board only upon appeal. To reduce local deadlocks, each party was to choose for a local board one direct representative and one member "free from personal connection with, or direct interest in, a newspaper or local union."

The distinction between the two types of cases was retained even after the use of impartial chairmen was again stipulated. The requirement that some local board members be chosen from outside the trade was eliminated in 1917.

When the first arbitration agreement was formulated, acceptance was voluntary for publishers, but not for local unions. In 1907, however, local unions were given the option individually to refuse the new arbitration agreement if a publisher had not elected to come under the previous one. This provision was intended to prevent a publisher from using an agreement as a "storm shelter," or from suddenly signing it when he contemplated a specific change which he knew would be opposed. Union members regarded this practice as a violation of the spirit of arbitration. Finally, in 1912, acceptance was made completely voluntary for both parties. Many local unions at first used their new power to refuse arbitration contracts,[54] but pressure exerted by the inter-

54. There was considerable ill-feeling at this particular time, occasioned by a widely circulated letter sent out by New York and Chicago publishers, repudiating the arbitration agreement because of its exemption of international union laws from arbitration, and expressing their determination no longer to be a party to it. This action was construed by many union members as a sort of "declaration of war," although the Association insisted that it did not represent national sentiment and many individual publishers were indignant at the action taken.

national officers soon overcame this attitude. In the meantime, so many publishers without arbitration agreements applied for the assistance of the Special Standing Committee or for the use of international arbitration machinery that, in 1914, the Association ruled they were bound by decisions when arbitration boards were called at their request.[55]

(3). *Arbitration Agreements of the Stereotypers, Photoengravers and Pressmen*

The Pressmen's Union was so impressed with the success of the typographers' experiment with arbitration that it negotiated almost identical agreements in 1902 and 1907. When the stereotypers and photoengravers obtained their independence, they, too, negotiated similar agreements, which remained in force until 1922.

The pressmen declined to renew their international agreement in 1912, and not until 1920 was it re-established. Opposition to renewal was precipitated by a particularly sharp dispute in Chicago just at the time that the 1907–1912 agreement expired.[56] However, the international officers continued to urge arbitration as a policy, and since many individual arbitration contracts continued to be signed in the period 1912–1920, the international machinery was retained informally for the convenience of those who chose to arbitrate. But for this, a more serious effort to renew the agreement might have been made earlier.

(4). *Breakdown of Three Arbitration Agreements*

Despite the great success of the international arbitration agreements in promoting peaceful industrial relations, they were not renewed by the typographers, photoengravers and stereotypers in 1922. The breakdown was the result of a long-standing disagreement between the Publishers Association and the unions over exemption of international union "laws" from arbitration. In 1922 the Association for the first time took a determined stand that any

55. ITU, *Officers Reports,* 1915, pp. 14-15.

56. For a detailed discussion of the difficulties, presented from varying points of view, see: *ibid.,* 1912, pp. 119 ff.; U. S. Commission on Industrial Relations, *Report and Testimony,* 1916, Vol. I, pp. 626 ff.; and Fagan, *op. cit.,* pp. 320 ff.

future international agreement must provide for unrestricted arbitration of all issues affecting both employee and publisher interests. That they chose to emphasize this issue in 1922 seems to have been due to three conditions of the time: the widespread open-shop movement in American industry, which gave moral support for opposing unions; the industrial depression of that year; and confidence that lack of an international agreement would not spell the end of arbitration in the industry. The fact that the pressmen's unions continued to use arbitration even without a formal international agreement between 1912 and 1920 was the basis of this confidence.

The unions—and particularly the typographers—were, in their own words, unwilling to "expose to the hazard of arbitration" rules painstakingly established through years of organizational effort. International rules or laws were not arbitrary, they held, but adopted only after long consideration and usually after establishing the conditions through bargaining in many localities.[57]

The pressmen alone agreed to arbitrate all conditions except the union shop and rules relating solely to internal union affairs; and they alone have negotiated formal international arbitration agreements up to the present.[58]

(5). *Arbitration Since 1922*

Despite the breakdown of all but one of the international arbitration agreements, the machinery established under them has been maintained and the use of arbitration to settle disputes has continued almost undiminished.[59] Where local parties agree to arbi-

57. The union position was stated in letters of officers to the arbitration committee of the Publishers Association. See ITU, *Officers Reports,* 1922, pp. 7-10; ANPA, *Annual Report,* 1922, pp. 328-336.

58. Although the other three unions took a united stand in refusing to change their arbitration agreements to permit arbitration of conditions regulated by union law, the issue was of far greater importance to the typographers than to the other unions. Of the photoengravers' laws, only those relating to the forty-four-hour week were then issues of importance. And the only important point of difference between the stereotypers and the Association at that time was the union stipulation of the minimum number of men on machines. The typographers, on the other hand, regulated a larger number of important conditions affecting publishers' interests by this ex parte method.

59. Actually, many individual publishers were willing to make the concession which the Association was unwilling to grant. The president of the Typographical

trate under the rules of the former international agreements, local and international arbitration boards function by mutual consent, and decisions have the same force and effect as if the international agreements had been formally renewed. Local provision for the arbitration of disputes arising out of the interpretation of existing contract terms is still almost universal, with more than 90 per cent of the local contracts of each international on file with the Special Standing Committee containing this type of provision. Local parties may be "arbitrated" into including such a provision in a new contract if either union or publisher proposes it.

Provision for arbitration of the terms of a new contract, on the other hand, must be mutually agreed upon. Although the decline in the number of local agreements stipulating this type of arbitration is marked,[60] arbitration is such a firmly established principle in the industry that it is usually employed by mutual consent when conciliation fails, even though no previous provision for its use has been made. The internationals usually recommend arbitration to their local unions when difficulties in negotiations become acute; and international control of strike funds gives such recommendations almost the force of mandates. Only the photoengravers refuse to support wholeheartedly arbitration of new contracts.

Support of arbitration has continued to be the policy of the

Union reported in 1929 that members of the Association, almost without exception, could be classified into three groups: those with individual arbitration contracts which provided for the exemption of union laws; those who desired such contracts but had not secured them because of local union opposition; and those who waited until a dispute arose and then offered to arbitrate under a code exempting union laws (ITU, *Officers Reports,* 1929, p. 12). Ten years later (July 1939) 90 per cent of the 242 typographical arbitration contracts on file with the Special Standing Committee provided for the exemption of international union laws from arbitration. Only 22 per cent of the stereotypers' contracts provided for exemption of all international laws from arbitration, the issue being of less importance to this union, as had been suggested previously. Local unions of the photoengravers almost without exception now limit the scope of individual arbitration contracts to the interpretation of existing contract terms; and exemption provisions are therefore infrequent and unimportant in this union.

60. In 1922, when most arbitration contracts came under the International Arbitration Agreements, almost all of them provided for arbitration of the terms of a new contract, as well as for arbitration of disputes arising in the interpretation of an existing contract. In April 1939, only 37 per cent of typographical contracts on file with the Special Standing Committee, 2 per cent of photoengraver contracts, and approximately 70 per cent of mailer, stereotyper and pressman contracts so provided.

American Newspaper Publishers Association. Among individual publishers, arbitration contracts have increased in favor through the years. According to the present chairman of the Special Standing Committee, "cases now practically never arise in which the employer rejects arbitration." [61]

Since 1922, the Pressmen's five-year international agreements besides providing for the arbitration of all except internal union matters and the union shop, have called for the selection of the chairmen of the International Board from a permanent panel of not more than ten arbitrators agreed upon by the union and the Special Standing Committee. This provision, designed to prevent delays in the selection of chairmen, has been informally administered. Little difficulty in choosing a chairman has been experienced in recent years.[62]

The average yearly number of arbitration cases heard by the International Boards has decreased since 1922.[63] Since union and publisher sources indicate increasing, rather than decreasing, satisfaction with the arbitration system, this is probably attributable to the growth of conciliatory attitudes, and to the final settlement of a larger proportion of arbitration cases locally.[64] Willingness to

61. Eugene MacKinnon, "Arbitration in the Newspaper Business," *Arbitration Journal*, October 1939, p. 330.

62. Although it is specified that either party may not remove more than two men from the permanent panel, in practice the parties usually are able to agree upon an arbitrator without much regard to the panel, and neither forces the acceptance of an arbitrator to whom the opposing side objects.

63. In the period 1907–1921, the International Board heard 184 typographical cases—an average of 12.3 per year; whereas, in the period 1922–1936, eighty-two cases, an average of 5.5 per year, were heard. Forty-four Pressmen's cases were heard by their International Board during the period 1922–1936—a yearly average of 2.9 cases. From the standpoint of the number of arbitration contracts held by their locals, this represents about an equal use of international arbitration machinery by these two unions. The Stereotypers and Photo-Engravers have averaged about one national arbitration case every two years in the period since 1922, whereas in the period 1907–1921, the annual averages were one and one quarter, and one, respectively. All data on Typographical, Stereotyper and Photo-Engraver arbitration cases, here and immediately following, have been tabulated from records on file with the Special Standing Committee of the Publishers Association. Data on Pressmen's arbitration cases have been supplied by their Service Bureau.

64. A total of one hundred Pressmen's cases were arbitrated locally in the period 1922–1938, as compared to forty-five cases arbitrated nationally. That the tendency in recent years is for a larger percentage of all arbitration cases to be settled locally is revealed by comparing Pressmen's cases in the period before 1930 with the period 1930 and after.

make reasonable concessions in bargaining is indeed one of the virtues of the standing arbitration system.

(6). *Problems Encountered Under the Arbitration System*

Three general sets of problems have been encountered in the history of arbitration in the newspaper industry: eliminating delays in the settlement of cases; obtaining decisions satisfactory to the contending parties; and developing workable arbitration procedures sufficiently definite to prevent abuses, but flexible enough to insure successful operation.

The Problem of Delays

In early years, delays in arbitrating a new contract were numerous and caused considerable difficulty. As the parties became more familiar with the procedures of arbitration, much of this delay was eliminated. In addition, preventive provisions have been incorporated in the Code of Procedure. Time limits within which a conciliation conference must be held, once an issue is raised, have been progressively lowered from a maximum of sixty to as low as twenty days. By raising an issue before the expiration of a contract, arbitration proceedings may be instituted almost immediately after the contract expires.

Prompt settlement of disputes arising under a contract is perhaps even more important. Many disputed points of this type are not of great consequence when they arise, but if settlement is delayed they gradually assume importance, arouse ill-feeling and become "matters of principle" to both sides. By providing after 1909 that the president of the international union and the chairman of the publishers' Special Standing Committee might hear such cases directly without submission to an arbitration board, decisions were expedited. As local parties became more skilled in negotiations, the majority of these cases came to be heard locally by the "joint standing committees." Today this is the usual procedure, with a time limit of about five days ordinarily set for their consideration.

The choice of arbitration board chairmen has recently been de-

scribed by the chairman of the Special Standing Committee as the most difficult step in local procedure.[65] However, delays extending into months, which were characteristic of the 1902–1907 period, are no longer possible under international arbitration procedure; it has been provided since 1912, if the local parties are unable to agree on a chairman within thirty days the president of the international union and the chairman of the Special Standing Committee can be requested by either side to choose one for them. As arbitration became well established, fewer difficulties were experienced in agreeing on chairmen for the International Boards. Today, this is no longer a serious problem; through the years there has gradually been established what amounts to a "panel" of experienced arbitrators, composed of men who are familiar with newspaper conditions and problems and who are regarded by the unions and publishers as capable of deciding fairly questions in dispute.

Satisfactory Decisions

The problems of choosing arbitrators and of securing satisfactory decisions are closely related. Both publisher and union spokesmen regard decisions reached in conciliation as more satisfactory than rulings of an arbitrator. Consequently arbitrators are not called in until union and publisher representatives have held a conciliation conference. Many original issues are thus settled by union and publisher representatives on a joint arbitration board even in cases where an arbitrator is used to decide certain other points on which no agreement has been reached.

Experience has demonstrated the advantages of *local* arbitration. Local residents have two natural advantages as arbitrators. They are familiar with local economic conditions; they can also investigate personally, if necessary, working conditions in question in the plant. Even if an International Arbitration Board is called upon to review a local decision, it is easier to weigh the evidence as an appeal board and reach a fair decision quickly than to act as a court of original jurisdiction. With the right of appeal any fla-

65. MacKinnon, *op. cit.*, pp. 327-328.

grant mistakes of local arbitrators can be rectified by the more experienced International Boards.[66]

Procedural Problems

While it has been necessary to lay down some specific rules for the conduct of arbitration hearings, an effort has been made to keep hearings as informal as possible. It has been found, for instance, that the use of attorneys to represent the parties in arbitration cases tends to emphasize legalism, formalism and technicalities to a degree not conducive to the maintenance of a spirit of good will and compromise. Moreover, cases in which attorneys have been used have sometimes run to interminable lengths.[67] As a result, the International Boards ruled in 1909 that practicing attorneys should not be permitted to serve as representatives on arbitration boards.[68] The internationals have also generally discouraged their locals from using professional labor counsel. If union members prepare and present cases themselves, they develop a greater interest in union affairs and more conciliatory and responsible attitudes toward the solution of joint problems. Both publishers and unions, aided by their international officers and service bureaus, have acquired considerable skill in presenting cases before arbitrators.

Newspaper arbitration has no rigid rules of evidence as in courts of law. The chairman judges the evidence without restric-

66. Relative to this point, a union spokesman comments: "Although there is some natural advantage to having a local person to serve as an arbitrator, there is frequently a great disadvantage involved, particularly in small towns and areas like the South, where the majority of available persons are not likely to be as sympathetic toward the union point of view as they should be. This is one of the most important reasons for our insistence upon use of the appeal procedure—to protect our unions in such not infrequent situations." Letter, June 7, 1940.

67. In a San Francisco Mailers' case of 1908–1909, testimony and cross-examination by attorneys representing the contending parties amounted to more than two thousand pages, yet proved so unsatisfactory that the International Arbitration Board ordered rehearings without attorneys. In a Stereotypers' case of about that same time (1906–1909) the record of testimony and evidence also totaled almost two thousand pages. Cases on file with ANPA Special Standing Committee.

68. Attorneys owning substantial interest in a newspaper or working in the trade have not, however, been barred from participating in arbitration cases. Both parties have, on occasion, waived the right to object to practicing attorneys, according to Harvey Kelly, former chairman of the Special Standing Committee. Letter, May 20, 1940.

tion. Nor is he bound by precedent "established" by former arbitration decisions, although these precedents, often persuasive, are frequently introduced as a basis for arguments. Thus flexibility is assured.

For further flexibility a standing agency rules on questions of procedure as they arise. The chairman of the Special Standing Committee and the respective presidents of the international unions serve as such an agency, and through their Joint Letters have settled a multitude of problems, minor by themselves, but taken together, vastly important for satisfactory operation of the system.[69] A few practices which have never been formally ruled upon are mutually recognized. One of the most important is the general acknowledgment that a publisher's books of account need not be submitted to an arbitration board unless he pleads inability to pay, despite the fact that a section of the Code of Procedure states that "[the local arbitration board] shall have free access to all books and records bearing on the points at issue."

(7). *Important Achievements of the Arbitration System*

The most notable accomplishment of the arbitration system—and the purpose for which it was inaugurated—has been to minimize strikes and lockouts. Harvey Kelly, a member of the Special Standing Committee, and its chairman from 1926 to 1936, recently said: "[The newspaper industry has] one of the most efficient and mutually satisfactory nation-wide arbitration plans in the country. Its record for harmonious relations ranks among the best in the country, if actually it is not the best." [70] Besides the direct prohibition of strikes and lockouts during the term of an arbitration

69. A few examples will illustrate the types of decisions they have made. It has been ruled that either party may submit new proposals while unsettled issues are still in arbitration, if difficulty is being experienced in reaching a decision. Strike threats for the purpose of forcing the signing of a local award have been ruled improper; likewise, offers made in conciliation are not admissible in evidence before local or international arbitration boards. Arbitration awards on wage scales have been held to be for a minimum of one year and a maximum of three years. Many decisions have been made specifying points which are arbitrable, when international union laws are exempt from arbitration. For example, the Typographical "reproduction" law is not arbitrable, but the time limit within which material must be reset is arbitrable.

70. Letter, May 20, 1940.

contract, the system has achieved its aims through fostering (1) written contracts; (2) conciliatory attitudes on the part of both employers and employees; and (3) a sense of responsibility for fulfilling contractual obligations.

Arbitration made written contracts almost a necessity.[71] Both the Publishers Association and the internationals issue "form contracts" to guide local negotiators on all important points over which disputes might arise. This service has undoubtedly promoted the drafting of clear, unequivocal, inclusive contracts. The possibility of disputes arising from ambiguities or failure to define obligations has been correspondingly reduced. Ambiguity has been further minimized by the requirement that proposed local contracts be submitted to international union officers for their approval. The latter have placed increasing emphasis on this procedure since the inauguration of the arbitration system.[72]

Workers and employers have been educated by arbitration to an understanding of their joint problems and a realization of the legitimate interests of each other. Unreasonable demands have thereby been discouraged and conciliatory attitudes promoted.

Nonobservance of contracts or repudiation of arbitration decisions has been rare. The international union officers and the publishers' Special Standing Committee realize that a satisfactory arbitration system is based upon the utmost respect for contractual obligations. The firm stand taken by these national representatives has done much to establish the general conviction among union members and among publishers that observance of contracts is essential to harmonious industrial relations. In the few cases where local unions have struck in violation of the terms of an agreement, the internationals have made every effort to fill strikers' places with union men and in some cases have reimbursed publishers for losses. Publishers have rarely violated arbitration awards, and upon those who have the Association has exerted the necessary pressure to bring them into line.

71. In April 1939, out of 731 contracts between ANPA newspapers and the mechanical trades unions, 655 were written. ANPA, *Annual Report,* 1939, p. 25.

72. In the union fiscal year 1938–1939, 411 local typographical unions submitted proposed contracts for review. (These figures do not differentiate between newspaper and commercial contracts.) ITU, *Officers Reports,* 1939, p. 26.

5. COLLECTIVE BARGAINING: MAIN ISSUES AND SETTLEMENTS

In the long development and successful operation of collective bargaining in the daily newspaper industry, three types of issues have arisen: those concerned with union recognition and status, the establishment of wage scales, and the regulation of working conditions.

Issues involving union recognition and status have long since ceased to be important matters of negotiation between the parties. The closed shop, regulation of apprenticeship and union rules pertaining to foremen are now widely accepted throughout the industry.

Issues relating to the negotiation of wage rates and hours of work have always been of major concern to the unions. In very early times unions frequently established and enforced scales without negotiation with the publishers. But with the spread of collective bargaining throughout the industry these have come to be settled largely through conciliation and arbitration rather than through any attempt at unilateral settlement by either party.

In the regulation of working conditions, however, there has been divergence of opinion between the unions and publishers as to the method of control. The publishers have frequently argued that in the interests of economy, efficiency and flexibility, they should establish as in preunion days the working arrangements and controls they deem best. The unions, on the other hand, have felt that upon the regulation of working conditions depends not only the welfare of their members but also their ability to raise wages and shorten hours. Confronted with certain abuses and problems, they have sought to make and impose rules in the union office.

In the interest of uniformity and trade-union unity, the internationals have insisted that some of these regulations be recognized in all union contracts. In many cases, however, international "laws" were enacted only after a substantial number of local unions had successfully negotiated with employers for observance of the conditions stipulated; the international action merely helped weaker locals to obtain the same conditions. In other cases, as in

the reduction of the work week, the internationals took the initiative in enacting regulations and establishing new conditions.

Only slowly have many of these conditions come to be disposed of by collective bargaining. Arbitrary local union rules affecting employer-employee relations have been largely eliminated, but many international rules have not yet been fully replaced by negotiation or arbitration, although efforts have been made to extend the area of joint settlement.

a. UNION STATUS

(1). *The Closed Shop*

The closed shop is so well established in the industry that publishers usually agree without question to hire only union members and observe union rules.[73] In return, the unions contract to furnish as many competent craftsmen as the publishers need at any time and, with the exception of the photoengravers, at the regular scale provided in the agreement.[74] If the unions cannot supply the extra help needed, their members work overtime at regular rates of pay.[75] Only in a minority of contracts is employment of nonunion workers permitted, and many of these specify that those men must apply for union membership if they wish to keep their jobs.

The importance of the closed shop in the newspaper trades can scarcely be overestimated. It gives the union control of the job and a strong hold over its members. This control is basic to the union in furthering organization, in protecting members against employer discrimination, in the maintenance and advancement of scales, and in the enforcement of rules and regulations.

73. As early as 1807 a closed-shop policy was considered by some of the stronger local typographical societies to prevent the undercutting of their scales. By 1830 it began to be adopted rather widely and by 1850 the closed shop was generally being enforced. It was not until 1899, however, that this requirement became international law.

74. The photoengravers treat the contract rate as a minimum and permit, if not encourage, their members to bargain individually for higher rates of pay.

75. In November 1938, more than 90 per cent of all contracts providing for the five-day, forty-hour week stipulated that straight rates should prevail on the sixth day if the union was unable to furnish competent extra men. Union laws require members to "give out" this overtime work later by "laying off" when extra men are available. For the effect of the Fair Labor Standards Act, see p. 84, note 105.

(2). *Control of Foremen*

Union rules affecting the foremen, who are the representatives of management in the mechanical departments, have also played an important part in furthering union control. Since 1889 the internationals have required foremen of union departments to be union members. In the printing trades foremen usually acquire the experience necessary for their jobs only by having worked as journeymen; consequently "they have a definite bond of experience and understanding with their fellow craftsmen," as a union spokesman put it. The requirement that they be union members is also attributable to the number and complexity of trade regulations. The unions contend that a foreman who is a union member, while recognized as the representative of management, is at the same time better acquainted with union rules and their enforcement, and thus is able to manage employees with the least friction. They argue that a foreman can better present the employer's side to his fellow workmen without being suspected of hostility to the union. Union foremanship is also important in assuring the unions that no nonmembers will be employed on union work. In the commercial branch of the industry particularly, foremen are frequently "working foremen," or at least take a hand in emergencies.

In early years, many publishers were strongly opposed to having their representatives owe allegiance to the union. As contracts became more inclusive, however, and rights of both employers and unions more clearly defined, publishers in general ceased to object to the foreman law. They are now chiefly concerned lest foremen should be subject to union discipline for differing with the local union in the interpretation of the terms of a contract. The internationals generally recognize the justice of the publishers' position and a method is provided for the joint settlement of such disputes. The unions do not, however, forego their right to discipline foremen for disobeying laws relating to internal union matters, or for deliberately disregarding union rules. Although there is still occasional complaint that some locals attempt, by disciplining foremen,

to enforce conditions not provided for in contracts, the practice is not so common as to constitute a major issue.

The foreman represents the employer in dealing with grievances arising in his department. He settles many day-to-day grievances and complaints with the chapel chairman, without recourse to the joint standing committee or to arbitration. A complaint by a union member is taken up by the chapel chairman, who is the administrative agent of the union in each office. If he and the foreman disagree, the issue is considered by the executive committee of the local union. If the union and the foreman or publisher still fail to agree, the matter goes to the joint standing committee, and eventually may be taken to arbitration for final settlement.

(3). *Regulation of Apprenticeship*

Apprentice regulations aim to increase union control over the labor supply—both as to the number and efficiency of craftsmen. The highly skilled nature of the crafts undoubtedly helps unions to control entrance to the trades. However, the limitation of apprentices by prescribed ratios of apprentices to journeymen has been a part of typographical union policy since 1862, and was adopted by the other internationals as they gained independent status. Ratios are set locally, usually by agreement with publishers, largely in accordance with the probable needs of the trade and the facilities available for proper training.

From time to time the Publishers Association has questioned the adequacy of apprentice ratios in maintaining the supply of skilled workers. It has charged that local union policies, especially those of photoengravers and typographers, are restrictive. There has been no concern about a shortage of web pressmen, probably because of the more liberal local policies of this union. However, surveys of composing rooms in 1920 and 1923—the only two ever made in any of the craft departments—showed that publishers were not employing even the full quota of apprentices allowed by local contracts.[76] It is true that the Photo-Engravers' Union, whose members are the highest paid in the newspaper industry, is unwill-

76. See ITU, *Officers Reports,* 1920, p. 252; ANPA, *Annual Report,* 1924, pp. 167-169.

ing to guarantee to, and at times cannot, furnish men at contract rates.[77]

Available figures suggest that the number of new journeymen entering the typographical, stereotypers' and photoengravers' unions through apprenticeship channels in recent years has not been large enough even to replace union members lost by death, retirement or other causes.[78] The adequacy of the labor supply, however, depends also on two other factors: (1) the number of craftsmen entering the trades through other than union channels; and (2) the future labor needs of the industry. A large proportion of young compositors, for example, apparently get their training outside the union.[79] As to the needs of the industry, all the

77. Facilities for training newspaper photoengravers through other than union channels are much more limited than for compositors. The smaller papers rarely have photoengraving departments.

78. The exact "mortality" from all these causes, in the printing trades, is not known, but it has been estimated at 5 per cent annually for all skilled trades. (See National Industrial Conference Board, *Wanted: Skilled Labor,* Report No. 216, 1936, p. 4.) Apprentices have been entering the typographical, stereotypers' and photoengravers' unions as new journeymen members at a rate of not more than 2 per cent annually in recent years, according to liberal estimates made from the limited data available. See International Typographical Union, *Bulletin,* October 1938, p. 225; International Stereotypers' and Electrotypers' Union, *Journal,* May 1939, p. 16; International Photo-Engravers' Union, *Officers Reports,* 1938, p. 34; *ibid.,* 1939, p. 31.

79. From 1930 through 1938, new members entering the Typographical Union from apprentice ranks constituted only 26 per cent of all new members. The average age of members entering the union from outside was only 29.8 years. This period may not be typical since in these years organizing work, especially in the commercial printing branch, was extensive. However, Census figures for 1920 and 1930 also suggest that the proportion of all compositors trained by the union is small. Presumably those trained outside the union receive their elementary instruction in printing schools or in nonvocational schools which give some courses in printing, and their practical training in nonunion establishments—particularly in small towns where the union may not be active. The Service Bureau of the Pressmen's Union believes that a larger proportion of its journeymen pressmen enter through apprentice channels than is the case with the compositors.

Since 1923 the Publishers Association has contributed to the support of a number of printing schools. From 1923 through 1938 these contributions amounted to $220,980, or an average of $13,811 per year, which was distributed among six schools. During the same period, a total of 2,221 students, or about 139 per year, were graduated. Obviously, the number graduated has had little significance in terms of a labor supply for the Association, particularly after the activities of the Open-Shop Department began to wane. In 1940 the Association reduced its contributions to the schools. The Chicago Photo-Engraving School, established by the Chicago Newspaper Publishers Association in 1926, graduated an average of twenty students yearly until 1933, when it was closed.

unions have felt that unemployment in their crafts during recent years justified strict limitation of apprentices. If employment in the industry continues to contract as it has in the past few years, it is likely that there will be no need to replace all those currently available for work.

To maintain and increase the union scale and to serve the best interests of the craft the unions are also interested in regulating the training of apprentices. Internationals require local unions to define the class of work upon which apprentices shall be employed from year to year, and to set apprentice scales, expressed as a proportion of journeyman scales, subject to acceptance by the publishers. The internationals specify the apprenticeship period (five to six years), minimum age for beginners and other general conditions. Typographical and pressmen's unions also give fairly complete correspondence courses which apprentices must take to supplement their practical training. In some large cities, unions cooperate with employer groups and educational institutions in apprentice-training programs. Undoubtedly it would be desirable that more entrants to the trades should have the advantages of a union apprenticeship. But until the unions are more confident of the employment opportunities in the industry, they will be reluctant to enter upon any plans to train larger numbers of apprentices.

b. WAGES AND HOURS OF WORK

(1). *Trend of Wages*

In the first half of the nineteenth century the unions were concerned primarily with establishing and maintaining wage scales; they did little to regulate working conditions through agreements with employers. Wage demands were pushed vigorously and strikes were numerous. Unionism was comparatively new, and the right of workmen to formulate demands collectively was denied by many publishers. However, the unions were aided in these difficult years by editors and publishers of the new "penny" papers, whose mass circulation was affected by their attitude toward the laboring man and who therefore found it good business to be on

friendly terms with union workmen.[80] Keen competition between daily papers in the larger cities also helped the unions. A uniform scale to equalize competitive conditions was favored by some publishers.

Until the last decade of the nineteenth century, newspaper wages were usually on a piece-rate basis, and data on earnings are meager. Union agreements, however, frequently set a weekly minimum as well as a scale for the few timeworkers employed. Until the late 1830's scales for both compositors and pressmen were seldom over $8 or $9 for a week's work on evening papers, and $9 or $10 on morning papers.[81] From about 1837 to 1850 these scales usually specified $10 to $12 a week for day work. During the next forty years substantial increases were obtained, and by 1890 average full-time weekly earnings of unionists in the newspaper trades were about $22; hourly wage rates averaged 44.8 cents.[82] Their gains appear to have exceeded the average gain of all wage earners in the United States, estimated to have been about 79 per cent between 1850 and 1890.[83]

Between 1890 and 1928, the average hourly wage of newspaper craftsmen rose 172 per cent—an increase considerably less than that of wage earners in a group of union and "nonunion" industries studied by Professor Douglas.[84] However, their wage rates in

80. See Alfred McClung Lee, *The Daily Newspaper in America: The Evolution of a Social Instrument,* Macmillan, New York, 1937, p. 136; George A. Stevens, "New York Typographical Union No. 6," New York Bureau of Labor Statistics, *Annual Report,* Pt. I, 1912.

81. Photoengraving and stereotyping in newspaper publication did not become common until the 1870's. Scales for pressmen and compositors are published in "History of Wages in the United States from Colonial Times to 1928," *Bulletin No. 604,* U. S. Bureau of Labor Statistics, 1934, pp. 120-123, 489-520.

82. Data given here and later on wages from 1890 through 1928 are from Paul H. Douglas, *Real Wages in the United States, 1890–1926,* Houghton Mifflin, Boston, 1930, pp. 96, 97, 101-102, 118-123, 139; and Paul H. Douglas and Florence Jennison, *The Movement of Money and Real Earnings in the United States, 1926–1928,* University of Chicago Studies in Business Administration, 1930, pp. 32-33, 37.

83. See Harry A. Millis and Royal E. Montgomery, *Labor's Progress and Some Basic Labor Problems,* McGraw-Hill, New York, 1938, pp. 81-83.

84. In the union group were the granite and stone industry, planing mills, baking, book and job printing, newspaper printing, building trades and metal trades. The last industry was not included after 1926. The "nonunion" industries, studied by means of payroll data rather than union scales, were: cottons, woolens,

the nineties were so much higher than in the other industries that, in terms of actual money rates, hourly wages on newspapers in 1928 were above those of the union manufacturing industries, although somewhat lower than those of the building trades. The average hourly rate of newspaper craftsmen in 1928 was $1.22.

A similar trend in full-time weekly earnings characterized the period from the nineties to 1928. The newspaper trades received smaller relative increases than the union group as a whole, although the absolute level of their weekly wages in 1928 was from 17 to 21 per cent above the other union industries, excepting stone workers and the building trades.

When considered in terms of purchasing power, the gains in weekly wages in the newspaper industry in this period were largely offset by changes in the cost of living, as was true of other industries. "Real" weekly wages of newspaper craftsmen in 1928 were only 6 per cent above the level of the nineties; the comparable figure for union manufacturing industries was 15 per cent. Up to 1914, while weekly money wages in the newspaper industry increased 25 per cent, the cost of living rose 39 per cent, so that real wages decreased 10 per cent. The next four war years saw a rapid drop in real wages; money wages failed to keep pace with the rapidly rising cost of living. The newspaper trades suffered greater relative losses than any other union group. In 1918 their real wages were 36 per cent below the level of the nineties, as compared to 23 per cent for all union manufacturing industries. In the postwar years, especially from 1918 to 1921, newspaper trades enjoyed greater relative gains than the other industries, but not until 1927 did their real weekly wages reach the level of the nineties.

Trends Since 1929

From 1929 to 1939 average hourly wage rates in the newspaper industry increased every year except 1932 and 1933.[85] At their low

knit goods, men's clothing, boots and shoes, slaughtering, sawmills and iron and steel. In 1928 average hourly wage rates in the union industries were 267 per cent above the level of the nineties, while those in the nonunion group had increased 241 per cent. Of all the union industries, the newspaper trades showed the smallest relative gain.

85. For the period since 1928, indexes of the U. S. Bureau of Labor Statistics have been relied upon for newspaper average wage rates and trends. While not

point in 1933 they were only 5.5 per cent below their 1929 level, and steady increases in the next six years brought them in 1939 to $1.30, a point 11.2 per cent above 1929. Average hourly wage rates in the newspaper industry now stand at the highest level ever attained. By separate crafts the 1939 averages were: mailers, $0.98; stereotypers, $1.24; pressmen, $1.24; machine compositors, $1.36; and photoengravers, $1.70.[86] Because of the reduction in hours of work per week during the 1930's, average full-time weekly wages declined somewhat more up to 1933, and continued to fall even after hourly earnings rose. Weekly wages in 1933 were 8.5 per cent below the 1929 level of $52.25. By 1936 they were 10.5 per cent below. The rise in hourly earnings pulled them up to $49.27, or within 5.7 per cent of the base-year figure in the next three years.

Real weekly wages in the newspaper trades, however, increased markedly during the depression period, because of the great decline in the cost of living. In 1933 real wages were 20.1 per cent

strictly comparable with Professor Douglas' data for the earlier years because of a slightly different system of weighting to obtain the average rates, the general trend is adequately revealed. Because the Bureau's wage indexes in the newspaper industry go back only to 1907, and because the Douglas study makes possible more reliable comparisons with the trends in other industries, it seemed desirable to use his data through 1928. The methods used by Professor Douglas are discussed in his work which has already been cited. Some discussion of the Bureau's methods appears in "Union Scales of Wages and Hours in the Printing Trades, May 15, 1937," *Bulletin No. 655,* 1938, pp. 1-4. For other data used in the discussion that follows, see "Union Scales of Wages and Hours in the Printing Trades," *Monthly Labor Review,* December 1939, p. 1487; "Changes in the Cost of Living," *Serial No. R 1084,* U. S. Bureau of Labor Statistics, December 15, 1939, p. 7.

86. Night workers in the newspaper trades receive on the average 11 cents an hour more than day workers at the same work in the same city. For specific trades, this differential, in 1939, amounted to approximately 7.9 cents for machine compositors, 10.1 cents for mailers, 14.2 cents for stereotypers, 14.9 cents for pressmen, and 21.1 cents for photoengravers.

Other differentials in hourly rates are prevalent as between regions and between cities of varying sizes. Average rates for all crafts are higher in Northwest and Pacific Coast cities than in the South. In all regions there is a uniform decrease as size of city declines. The 1939 average hourly rates for union members in the newspaper trades ranged from $1.42 in cities of more than a million inhabitants to $1.07 in cities of from forty to one hundred thousand inhabitants. These variations by city size, and by region, are much less, however, than in many other industries, according to a National Industrial Conference Board study. See *Monthly Labor Review,* December 1939, pp. 1495-1498, 1500-1505; M. A. Beney, *Differentials in Industrial Wages and Hours in the United States,* National Industrial Conference Board, 1938, pp. 12-31.

higher than in 1929, and by 1936, although they had declined, they were still 9.3 per cent above the 1929 level. These changes may be compared with those in average real weekly wages in manufacturing as a whole, which are estimated to have declined about 18.1 per cent between 1929 and 1933,[87] and then to have risen by 1936 to a point 3.3 per cent below the 1929 level.[88] Thus, in the depression and recovery period of the thirties, the newspaper craftsmen fared well as compared with wage earners in other manufacturing industries. Real average weekly wages on newspapers continued to increase after 1936, and in 1939 were 14.2 per cent above the 1929 level.

(2). *Factors in Wage Determination*

The comparatively high wages in newspaper publishing are a result of many factors already discussed—the nature of the industry, its relative prosperity, the efficiency and productivity of its skilled workers. The discussion which follows will be confined to the more immediate considerations upon which changes in wage rates have been based, especially during the period in which arbitration has been the rule in the industry. The most important of these have been variations in the cost of living, wage differentials between comparable cities and between newspaper crafts, and economic conditions in the industry.

Cost of Living

Frequently changes in the cost of living have been advanced as the primary justification for wage adjustments. So important has this factor been that in hardly a case during forty years of arbitration did one or both sides fail to analyze its changes. Study of arbitration decisions shows that experienced arbitrators also con-

87. The U. S. Bureau of Labor Statistics cost of living index was applied to the estimate of average weekly wages in manufacturing given in Leverett S. Lyon, *et al.*, *The National Recovery Administration,* Brookings Institution, Washington, 1935, p. 778.

88. Changes between 1933 and 1936 are based on Leo Wolman, "The Recovery in Wages and Employment," *Bulletin No. 63,* National Bureau of Economic Research, p. 12. This estimate is assumed to be roughly comparable with the estimate relating to manufacturing previously cited.

sistently agree on the importance of cost of living changes.[89] A few local contracts even have clauses which fix wage changes on the basis of movements of the cost of living index. Usually these contracts have not been entirely satisfactory because the parties have been unwilling to be bound by such terms.[90]

Related to the cost of living argument is the claim of the unions for increased wages to insure an adequate "health and decency" budget. Because of the relatively high earnings of workers in the newspaper trades, such budget claims have not been as important in recent arbitration decisions as in earlier years.

Comparative Wage Criteria

The general trend of skilled wages has frequently been an initiatory force in opening scale negotiations. The high hourly scales of carpenters, plumbers and other skilled craftsmen are often cited by the unions, while publishers emphasize the greater stability of employment in newspaper trades. Although such wage data for other trades are often introduced in negotiations and in arbitration, they are of relatively minor direct influence in fixing wage rates in the industry.

89. But despite the recognized importance of this factor, it will have been noted in the discussion of wage trends that the variations in money wages and in the cost of living have not always taken a parallel course. This was particularly apparent in the war years and in the depression period of the 1930's. In both periods changes in money wages lagged far behind changes in the cost of living, to the disadvantage of workers in the former period and to their advantage in the latter. The relatively great lag in periods when the cost of living was changing rapidly may have been partly, although not entirely, attributable to the longer term contracts of the printers. In the war period, a shortage of labor in many other industries may also have tended to advance the wages of their workers to a greater degree than in the newspaper industry.

90. Union resistance to decreases in wage rates is the greatest stumbling block to successful operation of contracts providing for automatic wage adjustments in accordance with changes in the cost of living. Reference may be made to the 1919 agreement in the Chicago book and job printing industry which provided for wage changes at six-month intervals, whenever the cost of living changed as much as 5 per cent. As long as the cost of living rose, wage adjustments were made without trouble, but when it fell between August 1920 and February 1921, the union resisted and only submitted to a decrease after weeks of argument and arbitration proceedings. Moreover, this particular provision was not included in the agreement when it was renewed. See Francis H. Bird, "The Cost of Living as a Factor in Wage Adjustments in the Book and Job Branch of the Chicago Printing Industry," *American Economic Review,* December 1921, pp. 622-642 and Emily Clark Brown, *Book and Job Printing in Chicago,* The University of Chicago Press, 1931, pp. 166 ff.

Newspaper craft wages in comparable localities are a much more important consideration. These wage comparisons are usually presented in terms of craft wages in cities of approximately the same population, or in a selected sample of cities similarly situated from an economic and industrial standpoint. Sometimes the average craft wage in a given state or region or for all daily newspapers is the basis for comparison.[91]

In arbitration decisions such comparisons are usually one of the controlling considerations,[92] although sometimes arbitrators have held them to be irrelevant for wage determination. Some have reasoned that, since wage rates between comparable cities varied when the original agreement was made, their task is simply the adjustment of wages in the light of changes in conditions in the interim. This reasoning, however, which would tend to perpetuate any existing inequities, is not common.

Differentials between the crafts are frequently emphasized in wage adjustments. For many years compositors enjoyed a higher scale than pressmen, stereotypers, photoengravers and mailers. Only recently have the photoengravers succeeded in pushing their scales above the compositors. The other lesser-paid crafts have also been interested, and to some extent successful, in reducing their adverse differentials. Increased organization, bargaining skill and strength, and more aggressive wage policies have all served to increase relatively the scales of these unions. Most arbitrators, however, hold that craft differentials which have grown up in the industry are an established condition in wage arbitrations, and evidence must be particularly strong before they will be altered.

91. The ITU, in attempting to raise wage rates for the smaller unions, has sought to establish regional scales and zone agreements. Such attempts have not been vigorously pushed, however, nor have their results been important. The internationals have been opposed to the idea of national wage rates, because of the local character of the newspaper industry and the great differences that exist between different localities in terms of what the traffic will bear.

92. In a typographical case before the International Arbitration Board in 1937, for example, President Howard of the ITU argued, ". . . whether it hits one side or whether it hits the other . . . if there is a dominant factor in fixing wages it is comparing the wage that prevails in the city or locality that is under consideration with cities and localities that are properly comparable." *Transcript of Proceedings, Chattanooga Typographical Union* v. *Chattanooga Newspaper Publishers Association,* 1937, in ANPA, *Bulletin No. 4286,* 1937, p. 525.

Under collective bargaining and arbitration, comparisons of craft wages in comparable cities and prevailing differentials between the crafts have thus become important criteria in wage determination. Their most rigorous application is in decisions of arbitration boards. The rulings and the reasoning of those tribunals tend to establish precedent which gradually is diffused and more or less observed throughout the industry. Emphasis on these considerations in wage determination has given rise to what may conveniently be termed a follow-the-leader wage policy in the industry. When a wage increase is negotiated by one craft, perhaps because of sheer superiority in bargaining power, existing differentials are disturbed. Demands follow for similar or proportionate increases by the other crafts. Moreover, other locals in comparable cities, particularly in nearby jurisdictions, press for similar increases. Even the judicial procedure of arbitration is sometimes led to an impasse by this process. With different local arbitrators establishing wage scales in a given region, the actual operation of the follow-the-leader policy and its implications for wage determination are not always evident in individual cases. But when the same arbitrator, passing on local appeals from the same region, attempts to apply a consistent policy, certain contradictions emerge. As Professor Douglas, Chairman of an International Arbitration Board, observed:

> . . . I don't want to start an argument on this, but I sat on the Knoxville case. The Knoxville union contended we should level the scale up more closely to the Chattanooga scale, and in my award I think you will find a reference to the fact that I thought we ought to eliminate some of these pockets in the South. But now, if Knoxville claims you should level up to Chattanooga, and then the Chattanooga printers say we ought to maintain a differential over Knoxville—I mean, just where do we get off on that? [93]

The comparatively low wage costs in some small mechanical departments at times influence individual publishers to yield to union wage demands and save the time and inconvenience of prolonged negotiations. Along with the follow-the-leader wage

93. *Transcript of Proceedings, Chattanooga Typographical Union* v. *Chattanooga Newspaper Publishers Association,* 1937, p. 27.

policy, this may contribute to the upward movement of wages throughout the industry, as it seems to have done in recent years.

Economic Conditions

A third set of factors emphasized in wage negotiations consists of changes in general and local business conditions and changes in the volume of national and local advertising. Adverse business conditions and a decline in advertising volume frequently lead publishers to seek wage reductions or oppose increases. However, the effect of these changes on actual wage determination cannot be definitely established. Probably they are more influential in local conciliation and bargaining than in arbitration, particularly before International Arbitration Boards. One reason is the long-standing principle that publishers are not obliged to submit their books of account or profit and loss statements as evidence; ability to pay is therefore, by common consent, taken for granted. The unions have held, moreover, that since wages are paid for skilled services rendered and are not fixed according to profits, they should not be regulated by changes in business conditions or advertising volume. Within the limits imposed by economic conditions, wage scales tend to be based on changes in the cost of living, comparative wage factors and the bargaining strength of the parties.

Tactics and Attitudes

Bargaining tactics play an important part in wage negotiations. For example, the presentation of counterdemands to exact concessions from the other side is common. Although many of these claims cancel out, counterdemands in arbitration may be very effective if an arbitrator tends to "split the difference" in making awards.

Another device is "stalling" to avoid changes in the scale. This charge was frequently leveled against the publishers during the early International Arbitration Agreements, particularly when prices and wage rates were rising. Protective provisions were incorporated in later agreements and are now used in individual arbitration contracts. But apparently it is never possible to eliminate delay entirely. Under pressure from their members, repre-

sentatives of the publishers and unions have occasionally stalled negotiations, when it has suited their purpose, by failing to issue joint letters determining arbitrable points, by neglecting to appoint proxies, and by other devices.[94] If wage negotiations go to arbitration, a retroactive ruling may be made, particularly if deliberate delay is shown. Such rulings, however, have not been numerous, although arbitrators often take delay into account when fixing wages.

A final and rather intangible factor in wage settlement by arbitration is the probable attitude of the parties toward the particular scale established. This is an important and perhaps controlling consideration in many local and international arbitration proceedings. Of course, the validity of the claims of the respective parties determines the limits within which an arbitral settlement is made. But the exact form of that settlement is unquestionably conditioned by the degree of acceptance it is likely to receive. This is understandable, since the success of arbitration depends upon the long-run approval by the parties in interest of the decisions that are made.

(3). *Trend of Hours*

The shorter work day did not become an important question for newspaper compositors until after the introduction of the linotype in 1884. Before that time, printers were usually employed on a piece basis, and because they were willing to work long hours to increase their earnings, the printing societies and unions made little attempt to shorten working hours.[95] To some extent the production requirements of newspapers set a natural limit on the length of the working day. Time spent in setting type, even before

94. As President Howard stated before the 1934 convention of the ITU: "There are times when local unions want haste and there are times when they do not want it. Perhaps the members of the New York union who instructed the delegates have forgotten that in 1929 they had a scale expire in the newspaper branch because they could not arrange a settlement, and placed the matter in the hands of the international president, and he held it, and their settlement was not arranged until December 1932. From the time the scale expired, in 1929, if my memory serves me right, until December 1932, the members of the New York union enjoyed the highest scale they ever had during that entire period of the depression, because of the dilatory tactics of the international president." ITU, *Proceedings,* 1934, pp. 130-131.

95. Barnett, *op. cit.,* p. 143.

the advent of the machine, rarely exceeded seven or eight hours, but about three additional hours were required for distributing the type. By eliminating the process of distributing type, the linotype made transition to the eight- and seven-hour day comparatively easy. As early as 1891 the international recommended that hours on machine work be reduced "to the lowest possible number, eight hours being the maximum." [96] This recommendation was enforced in most localities without much difficulty. Fifteen years later, in 1906, the Typographical Union enacted a law making the eight-hour day mandatory.

In all the other newspaper departments reduction of the work week took a similar course and as technological improvements appeared hours were reduced without much strife. The eight-hour day was made mandatory for newspaper pressmen by an international law of 1910. The photoengravers in 1906 provided that the international officers should not endorse local contracts calling for more than a forty-eight-hour week. A similar resolution was adopted by the stereotypers in 1910.

In 1890 the average number of hours a week for the newspaper trades as a whole was 49.2, as calculated from union scales by Professor Douglas.[97] Between then and 1930 only minor reductions took place. The 8 per cent decrease in weekly hours up to 1928 was relatively smaller than in any other unionized industry which he studied.[98] This was, of course, partly due to the shorter work week enjoyed by the printers in earlier years.

With the depression of the 1930's, and union emphasis on reducing the number of shifts a week to spread employment, weekly hours dropped sharply, especially after 1932. In 1939 the industry's average work week was 37.9 hours, or 15 per cent below 1928.[99]

96. ITU, *Proceedings,* 1891, p. 196.
97. Douglas, *op. cit.,* p. 112.
98. Douglas and Jennison, *op. cit.,* pp. 36-37.
99. In June 1939, 51.6 per cent of the union members in the newspaper trades were on a 37.5-hour week and 25.4 per cent on a 40-hour week. Those working less than 37.5 hours amounted to 17.7 per cent; and those working more than 40 hours constituted only 3.9 per cent. The average weekly hours by crafts were: mailers, 40.1; photoengravers, 38.2; stereotypers, 38.1; pressmen, 37.7; and machine compositors, 37.3. See *Monthly Labor Review,* December 1939, pp. 1505-1507.

Some local typographical unions established the five-day week earlier, but not until 1933 did the ITU require its members, under penalty, to limit their work week to five shifts.[100] Work on the sixth day was to be given to substitutes, or turned into regular "situations" (full-time jobs) and filled in priority order. The union justified the new law as a necessary means of spreading available employment. It also claimed that one of the publishers' objections to the substitute system, namely, the employment of less competent men, could be eliminated by creating more regular situations.

The five-day week was opposed by publishers primarily because of its anticipated effects on output and costs. They believed office efficiency would decrease and costs would rise. Unions would seek six days' pay for five days' work. Production routine would be disrupted—particularly where a local union rotated its unemployed through the composing room to the extent of available employment. Compositors employed in commercial printing, and less efficient on newspaper work, would be encouraged to migrate into the latter field.

Despite these objections, the five-day week came in the great majority of typographical jurisdictions rather quickly and with surprisingly little strife. Opposition from publishers was silenced in many cases by government declarations supporting the shorter work week, and by the passage of the National Industrial Recovery Act.[101] By the end of 1933, out of 30,654 newspaper typogra-

100. The movement for the adoption of the mandatory five-day week by the ITU, however, dates back to the depression unemployment of 1922, when the union adopted a law permitting locals to establish the five-day work week for a period of not more than eight weeks per year. Such local laws were mandatory, not on employers, but on union members, who were thus required to take one day off per week and employ substitutes in their places. In the recession of 1927 the limiting period was removed, and a year later all the locals were advised by the International to adopt every possible means to secure the five-day week. The Stereotypers in 1932 adopted a similar course by permitting locals to require their members to work only five days a week.

101. President Howard commented that "had it not been for the adoption of the recovery program the International Union would have been in about the same position in regard to the enforcement of the five-day law last June and July as it was when it attempted to enforce the forty-four-hour law [in commercial shops] in 1921, and . . . we would have been confronted with a very serious situation in a great many jurisdictions. . . ." ITU, *Proceedings*, 1934, p. 88.

phers in the United States, only 1,606, or about 5 per cent, worked more than five days a week.[102]

Effect of Five-Day Week

After the five-day, forty-hour week went into effect, the publishers claimed that it contributed to the trend toward five-day newspaper publication, particularly in the smaller cities. On smaller papers with few editions, there was frequently not enough work for an eight-hour shift, while employment of the extra men which the law necessitated raised costs prohibitively; according to the publishers, production requirements called for a shorter day with six shifts a week. As a result the Stereotypers' Union, which passed a five-day law in 1935, at first permitted six shifts a week on smaller papers, provided the work week was not more than forty hours. In 1938 this concession was eliminated from the five-day law, and, as a consequence, the union has had difficulty in enforcing it in many cities of 100,000 or less. Nor have all of its local unions willingly observed the law; difficulties arise in supplying extra men for publishers who have only one or two days of work a week for "extras." Pressmen have hesitated to enforce their five-day law, enacted in 1933, on the smaller newspapers except with the consent of the publishers.

In composing rooms on the smaller newspapers, the operation of the five-day law is not so much of a problem. Since newspapers employ more compositors than other craftsmen, regular "situations" in the composing room can more easily be created by an all-round reduction of the work week. Nevertheless, varying production requirements led the ITU to amend its forty-hour law in 1935, when the NRA expired; the forty-hour week on either a six- or five-day basis was permitted.[103] Except for some of the

102. ITU, *Officers Reports,* 1933, pp. 2-3. Eighty-one small locals, with a total membership of 2,893 were not included in the survey because of their failure to submit reports. Approximately 10 per cent of the mailer membership was reported to be working more than five days a week.

103. In that year the law was also amended to require that it be given contract recognition. Previously, where the publishers had not created more "situations," but had merely allowed regular employees to take the sixth day off and give their work to substitutes on that day, enforcement of the law was an internal union matter. It was feared that when the support of the Recovery Act was removed, enforcement would prove more difficult unless contract recognition was secured.

larger locals which favored more work spreading, even to the extent of a four-day week, this solution seemed to be satisfactory. In 1939, however, this union voted, by a two to one majority, that the five-day week again be mandatory for all newspaper compositors, beginning in 1942. At the same time, a proposal to allow subordinate unions to enact a four-day law was defeated.

With unemployment still a problem in the industry, the issue of an even shorter work week is by no means settled. The final disposition of this issue probably will come as a result of the operation of economic forces. The conflict between higher weekly earnings and further reductions in hours necessarily must be faced. Local unions are likely to oppose any considerable shortening of the work week in the future where this means an appreciable decline in weekly wages.

(4). *Miscellaneous Regulations Relating to Hours of Work*

As a means of enforcing the union scale of hours, the unions have found it necessary to incorporate provisions in contracts for higher wages on overtime work. Before they became interested in reducing hours, overtime for timeworkers was commonly paid for at the regular hourly rate, and the standard working day merely protected the standard daily or weekly rates which otherwise would have varied from office to office as the length of the work day varied. Since the latter part of the nineteenth century, however, the usual "time and a half" for overtime has been designed to prevent evasion of hours provisions in contracts. That this is its purpose is indicated by the fact that, except in particular situations where the rule is impracticable, all the unions forbid overtime work if competent substitutes are available.[104] The typographers and stereotypers definitely stipulate that overtime is cumulative

104. Only the Photo-Engravers have ever been charged with using the overtime law to obtain higher wages. The Chicago Newspaper Publishers Association asserted in arbitration proceedings in 1925 that although the contract since 1920 had specified forty-four hours a week, photoengravers had always worked forty-eight hours, and that the four hours' overtime pay was used to equalize wages as between newspaper and commercial departments. See E. Pancoast, *The International Photo-Engravers' Union,* unpublished dissertation, Department of Economics, University of Chicago, 1927, p. 434, n. 1. The Photo-Engravers' local unions in general do not agree to furnish men at the contract rate. See above, p. 66.

and must be cancelled by "laying off" whenever substitutes become available.[105]

It has long been a union policy that members inconvenienced by working unusual hours should have additional compensation. Higher pay for night work has prevailed since the first union scales were formulated. As early as 1850 the unions also required a bonus when a member was called back to work after having left the office, or for beginning work before the usual starting time.[106] Pay for work on recognized holidays is usually time and a half, often with a guarantee of at least a full day's wage for the four to six hours necessary to get out the paper. The unions of course recognize that inconvenient work schedules cannot be entirely eliminated, and in general the extra-pay provisions are not onerous. Such regulation does, however, provide some incentive for management to plan and stabilize production.

(5). *Vacations with Pay*

The most recent scale issue, and one of growing importance, is the union demand for vacations with pay. For many years these were classed as "gratuities," and the internationals displayed no interest in negotiating such provisions.[107] They took the position that they were selling the skilled labor of their members on a price basis; that their primary objective was to raise wages and lower working hours; and that vacation provisions were unnecessary since the worker might take time off at will if a competent substi-

105. The Fair Labor Standards Act requires time and a half for all work in excess of forty hours. However, Section 7(b)(1) allows unions to agree to work up to fifty-six hours per week provided the contract specifies that individuals shall not work more than one thousand hours in any consecutive twenty-six weeks. The Special Standing Committee therefore recommends that the "layoff" provision be worded to cover this requirement.

106. See *Bulletin No. 604,* U. S. Bureau of Labor Statistics, 1934, pp. 501 ff. At the present time the "call back" bonus is usually one dollar, while work done before the regular shift is considered overtime.

107. Joint rulings by the chairman of the Special Standing Committee and the president of the Typographical Union have established that "vacations are a gratuity and, while they are subject to conciliation, are not arbitrable under this procedure which covers only wages, hours, and working conditions." (Joint Letter, International Arbitration Board Proceedings, Columbia Typographical Union No. 101 and the Washington Publishers Association, 1938.) Vacations are arbitrable in the case of the Pressmen's Union, however, since it has, as we have seen, agreed to arbitrate all matters affecting operating costs.

tute was available. Interest of the unions in getting vacations with pay has been aroused by a number of factors: growth of the vacation movement in other industries; success of the American Newspaper Guild in securing contract clauses specifying paid vacations; fear of growing publisher resistance to further wage increases; and desire to reduce unemployment in the newspaper trades by sharing work through paid layoffs.

The Photo-Engravers took the lead in obtaining vacation provisions by enacting a law in 1938 which provided that proposed local contracts would not be approved by the International unless they contained a provision for vacations with pay.[108] The Typographical Union has also made it mandatory, beginning in 1940, for its locals to include vacation provisions in all proposed agreements.[109] The other crafts are actively seeking vacation clauses. Although at the present time only a minority of publishers have accepted them in local contracts, their number is growing rapidly. In November 1939, a survey made by the American Newspaper Publishers Association showed that seventy-six of its member newspapers had granted vacations with pay to composing room employees; ninety-four to pressmen; eighty-six to stereotypers; ninety to mailers; and fifty-three to photoengravers.[110] The vacations are almost always one or two weeks in the year.

C. HIRING AND DISCHARGE

Unions in the printing trades have long maintained that tenure of position and promotion from substitute to regular "situation-holder" should be based upon length of service rather than upon competency. They also believe that to prevent discrimination and favoritism, a union should have the right to challenge discharges which appear to have been made without sufficient cause. Since the 1880's, this policy has been expressed in resolutions, union laws and collective bargaining action.

From the earliest days of the National Typographical Union, the printers have desired to have employment and discharge in the

108. International Photo-Engravers' Union, *General Laws,* 1938, Section 41.
109. ITU, *General Laws,* 1940, Article III.
110. ANPA, *Bulletin No. 4400,* 1939, pp. 867-869.

hands of the foreman, in whose fairness and understanding they had more confidence, rather than in the hands of the employer or publisher. Until the 1880's they did not question the foreman's right to employ or discharge at will, so long as there was no discrimination against employees for union membership or activity. However, when foremen began, in the 1880's, to post "sub lists" or to restrict the right of certain union members to "substitute" in an office, a greater interest in hiring and discharge practices became evident. About the same time, local unions began to resist the "favoritism" and personal prejudice some foremen seemed to manifest in employment and discharge practices. Favoritism in filling regular situations was especially resented when it meant passing over "subs" of long service in an office to hire an outsider or a newcomer. In 1888 the convention of the Typographical Union adopted a resolution denying foremen the right to discharge "on purely personal grounds." [111]

(1). *Valid Grounds for Discharge*

All these dissatisfactions culminated in an ITU law of 1890 which stated the grounds on which discharges might validly be made: incompetency, neglect of duty, violation of office or union rules, and reduction of the work force. Foremen were required to give a written statement of the cause if a discharged employee demanded it, and subs were guaranteed a preferential right to vacant situations in an office.[112] Except for the later institution of priority or seniority rules to govern discharges made to reduce the force, the law has remained essentially unchanged. The other international unions also require that discharge be for "sufficient cause" and that, when requested, the cause must be given in writing. Only

111. Barnett, *op. cit.*, p. 230.

112. The law was repealed in 1893, but re-enacted in 1894. The repeal was occasioned by the fact that in 1892 an amendment was enacted giving substitutes priority standing, which had to be followed in filling vacant situations from the sub list. But the sentiment for wider distribution of work in order to relieve unemployment was strong; and it was feared that foremen would be more restrictive in their definition of competency for subbing if they knew that subs were acquiring priority rights to future vacant situations. When the law was re-enacted the amendment was left out. The year 1893 was one in which business conditions were depressed, and unemployment occasioned by the introduction of the linotype was aggravated. For later union action on priority, see p. 89.

the stereotypers have followed the example of the typographers in enumerating the valid causes for discharge. The laws of all the unions are similar in expressing the union's right to challenge arbitrary discharges.

Simple and defensible as these regulations appear, they nevertheless caused conflict in application until a method for joint union-publisher decision on discharge cases was worked out. Since the conflict was most acute in composing rooms, the discussion is here centered on the experiences of typographical unions.

For effective enforcement of the new law governing discharges, subordinate typographical unions enacted supplementary local laws providing that the chapel could order immediate reinstatement if it found an employee had been discharged for insufficient cause. International law provided that appeals against a chapel's action could be taken by the foreman to the executive council of the local union, thence to the local union, to the ITU executive council, and ultimately to the International Convention for final decision.[113] But locals required that the reinstated man could retain his job throughout the long process of appeals. Publishers complained that chapels and local unions were frequently injudicious and resisted even valid discharges. They declared that composing room discipline was disrupted, and the foreman's authority impaired because reinstated men often continued in employment for as long as a year, even if the discharge was sustained.

In 1908, the International Arbitration Board, acting without an impartial chairman, recognized the validity of the publishers' complaints. The Board ruled that, pending final settlement, publishers did not have to comply with local reinstatement orders, provided they assumed liability for wages covering the time lost if the local order was sustained.[114] Although the Denver Decision, as it was called, was hailed by publishers as a favorable step, it soon became apparent that not all strife had been eliminated. Publishers disliked to run the risk of having to pay wages for the considerable

113. This is the general procedure used by all the international unions when charges are made against a union member. In this case, the discharged man would have made a formal charge against the foreman.

114. For a detailed statement of the decision, made in Denver in 1908, see ITU, *Officers Reports*, 1920, p. 129.

period during which no service was rendered. So numerous were the difficulties that in 1912 the executive council of the Typographical Union recommended to locals an alternative method of settling discharge disputes: their submission to a local joint standing committee of union and publisher representatives, with provision for arbitration in case of the committee's failure to reach an agreement.[115]

This procedure has been increasingly incorporated into local typographical union contracts with members of the Publishers Association.[116] The other international unions followed the example of the Typographical Union in making discharge disputes subject to joint decision. They do not require special contract clauses to specify joint standing committee jurisdiction over discharge disputes, but instead include such disputes in the general category of differences arising in the interpretation of an existing contract. Joint decision is therefore almost universal in pressman, stereotyper and photoengraver disputes.

Since the new procedure has become widely accepted, the seriousness of discharge disputes has been minimized. Cases are settled promptly, and both publishers and unions receive fair consideration of their claims.

(2) *Priority*

The original discharge law of the Typographical Union, enacted in 1890, allowed the foreman the unrestricted right to

115. *Ibid.*, 1912, pp. 31-32. The executive council added that if a union member was, in the opinion of the local union, discharged because of his enforcement of a union law or because of union activity, the case should continue to be one for union consideration and disposition. "Maintenance of existing conditions" pending final decision, as provided for in arbitration procedure, does not apply to discharges made for the purpose of effecting necessary reductions in the working force. Early confusion on this point was cleared up by the rulings of arbitration boards.

116. Whereas in 1915, only 11 contracts provided for joint settlement of discharge cases, by 1928 there were 78, and by 1939, 175 such contracts, representing about 80 per cent of the union compositors employed by ANPA members. Approximately two thirds of the Mailers' contracts include similar provisions. The Association since 1922 has strongly recommended to its members that they include such contract clauses, for in that year the Denver Decision was nullified by a new ITU law. Unless the joint procedure is stipulated in local contracts, discharged employees must now be reinstated on order of the local union, pending final settlement through appeal to the International.

select the worker to be laid off when the force was reduced, provided that the discharged person be re-employed if the force were increased within sixty days. It was found, however, that foremen could evade the purpose of the priority law by weeding out the force in dull times. Successive modifications brought the law to its present form which has been almost unchanged for more than thirty years.

As the typographers' law now stands, reductions in the force must be made according to seniority. The last man hired is the first discharged, and when the force is increased the men are called back in reverse order of discharge before any others are hired. There is no time limit on the reinstatement requirement. Similar regulations have been adopted by the pressmen's and stereotypers' unions, except that the reinstatement provision applies only for ninety days for pressmen and one year for stereotypers. Supplementary regulations of all three unions give persons discharged to reduce the force a prior right to "extra" work in the office.

The seniority principle is also applied by the unions in filling regular situations which fall vacant. Except for one year, this policy was not generally enforced by typographical unions until 1902, when the international president interpreted the law giving subs preference over outsiders to mean that the competent sub oldest in continuous service had a right to the first vacancy.[117] A few years later, his decision was incorporated into international union law. The pressmen and stereotypers have also followed this policy with respect to filling situations. The stability of the working force in photoengraving departments is so great that this union has never had a priority law. Priority regulations are a much

117. The Typographical Union has always left the regulation of the priority of substitutes with respect to "extra" work to local unions. Evidence reveals that this has become a more prominent issue in local bargaining in recent years. In 1931 President Howard stated that of 353 contracts reviewed by the executive council in that year, only eight proposed and eight signed contracts included clauses relating to this point. In 1937, however, all but twenty-two of the 232 contracts on file with the Special Standing Committee of the Publishers Association mentioned this issue. Sixty-four per cent provided for full recognition of priority on extra work; 18 per cent stipulated that only persons laid off held such priority; and 9 per cent provided that there should be no priority on extra work.

more important issue in composing rooms than in other union departments because the working force is much more variable.

Seniority laws survive because they are the most effective assurance that unions have of impartiality in hiring and discharge. The equality of treatment they promote is of great importance to trade union unity. Members are protected against union politics and other forms of favoritism within the union in supplying men for jobs, as well as from foremen's discrimination and favoritism. By promoting job security seniority rules tend to increase the cooperativeness of the working force, and to promote more congenial working relationships.

Publishers hold that seniority impairs their right to employ and to retain the most efficient workers in preference to those of average competency. They maintain further that it encourages mediocrity because workers secure in their jobs will not put forth their best efforts. The latter argument is open to challenge but there is probably some truth in the former.[118] It must be remembered, however, that it is to the unions' advantage in terms of wage scales to maintain a high average standard of competency among members, and that they try to raise standards through apprentice training programs and their requirements for admission to union membership. It is also true that the "burden" of priority regulations depends on the way in which they are administered. In 1911 the president of the Typographical Union reprimanded those local unions which had been administering the law so rigidly as to require that the oldest sub in continuous service be given the first vacancy regardless of his competency; he emphasized that the sub

118. For some time after priority was instituted by the Typographical Union, some union members themselves objected to the law on the grounds that by penalizing moving, it tended to decrease labor mobility and also the competition of employers for workmen, that it was unfair to men of superior efficiency, and that the distribution of work was curtailed because foremen were more rigid in their competency requirements for subbing when they knew that the subs might eventually be promoted to regular situations on the basis of their priority standing (Barnett, *op. cit.*, p. 241). In the main, however, the seniority principle has been supported by union members because the advantages seem to outweigh the disadvantages. It is significant that the Typographical Union has never applied the seniority principle to the hiring of substitutes by regular situation holders, and therefore has been able to combine its desire for a wide distribution of work with its desire to accomplish the aims which the priority law makes possible.

must be competent to meet the requirements of a situation which became available. The definition of competency is indeed an important factor in the effect of priority laws, and some discussion of this matter is therefore in order.

Competency

Many local typographical unions have set up minimum competency standards for machine operators to protect members against what they regard as unjust discharge. Publishers maintain that the standards set by some local unions are so low that they protect incompetent workmen in their jobs. The union position is that the minimum standards are primarily for beginning journeymen and newcomers who cannot turn out the amount of work required until they become accustomed to new machines and office routine. Union spokesmen deny that they contest honest discharges for incompetency, even if the employee is producing more than the minimum standard. In cases of "lying down on the job" discharge may be made for neglect of duty, if not for incompetency. The stereotypers' laws provide that any member discharged for incompetency "may demand a thorough mechanical test under the scrutiny of the union of which he is a member."

For all practical purposes, however, the definition of competency in composing rooms, as in other union departments, is left largely to the foreman. It is naturally assumed that competency requirements do not change suddenly, and therefore if the foreman hires more efficient workers who may be available and discharges employees whose production records had met standards up to then, the union charges this is an evasion of the priority law. To this extent, average competency becomes the standard. Since requirements on different newspapers vary widely, the union makes no attempt to apply a uniform definition of competency on a national basis. The fact that large offices, with many editions and tight schedules, attract and hold the type of workers they need is one indication that union policies do not unduly limit the selection process.

In highly specialized composing rooms it is recognized that an employee may not be competent in all branches of work. By mu-

tual agreement of a local union and publisher, "departments" may be established and priority administered on this basis.

Superannuate Scales

Only the Typographical Union has made distinct provision for its older workers, whose productive capacity has declined but who wish to remain on the job. It recommends that special lower scales be set locally for them. These so-called superannuate clauses have been incorporated in 129 contracts with members of the Publishers Association.[119] In the absence of such provision, the International Executive Council has ruled that length of service shall be no bar to discharge for incompetency.[120]

(3). *Control of Substitutes and Number of Regular Situations*

It has long been the custom in composing rooms that a regular employee may hire a substitute whenever he chooses to take time off. Because newspapers have variable labor requirements in composing rooms on different days of the week, extra men are always attached to the office and then hired by the office as "extras" or by the regular employees as substitutes. Because of the share-the-work feeling within the craft and also because unemployed members are a potential menace to the maintenance of the union scale and other regulations, "regulars" have usually been more generous in their distribution of "subbing" among a large number of men than have the foremen. Foremen have tried from time to time to bring all hiring into their own hands and restrict the subbing privilege. But they have been blocked by union legislation which protects the right of regular employees to choose substitutes.

The first attempt of foremen to control employment of subs was the posting of sub lists designating a comparatively small number of men who would be allowed to substitute in a given plant. But local unions regarded this as discrimination against those who were excluded and in 1883 an international union law was enacted prohibiting sub lists. Foremen then designated the days on which regular employees should not hire substitutes; this

119. ANPA, *Bulletin No. 4380,* 1939, p. 507.
120. *Ibid., No. 3398,* 1928, p. 429; *ibid., No. 4193,* 1936, pp. 424-425.

restriction likewise met with resistance, and was prohibited by international law in 1891. When Sunday newspapers became common and many extra men were needed on the busy last days of the week, foremen sought to keep the more efficient extras in the office by distributing most of the subbing work among them. Consequently they began "phalanxing" or giving out six-day situations on seven-day papers; by rotating the off-day of regular employees, they could give almost full-time work to the substitutes they favored.[121]

When the local unions prohibited phalanxing, some foremen simply stopped giving out any regular situations, and hired all new employees as extras. This practice would gradually have brought the control of all hiring and discharge into the foreman's hands, since extras were hired on a day-to-day basis. In 1901, therefore, the international passed a law against phalanxing and the day-to-day selection of forces, and stipulated that foremen must give out enough regular situations to take care of ordinary office needs.[122] Some local unions enforced the law by providing higher than regular scales for extra work.

While the law requiring a minimum number of situations was retained, foremen after 1906 were allowed to give out six-day situations. The present phalanxing law prohibits giving out situations of less than five days a week. These provisions appear to be necessary for the enforcement of the priority law.[123] Without such requirements, a foreman might give out only a few situations, or hire regulars on a three- or four-day basis, with the result that he could distribute extra days among preferred men. Local unions enforce these national regulations by including in local contracts clauses stating that a "situation" is created when extra help have

121. Ordinarily regular employees had been hired for the full week of publication, and if a paper was published seven days a week, the regulars had an extra day to give out to substitutes. All members of the union had been limited to six days of work per week since 1890.

122. ITU, *Proceedings,* 1901, p. 126; *ibid.,* 1902, pp. 136, 140.

123. Another national rule with the same purpose states: "Laying off a situation holder [i.e., on pretense of reducing the force] and employment of another member to perform work to which the situation holder's priority and competency entitle him is prohibited." Violation of either this law or the phalanxing law makes the foreman subject to fine by the union. See ITU, *Book of Laws,* 1939, p. 108.

worked a specified number of consecutive days at the same type of work.[124]

A similar law passed by the stereotypers in 1938 requires the creation of a new situation whenever extra work to the extent of the prevailing work week has been given out. Exceptions are permitted in cases of "special demand," which is defined as "employment not to exceed two consecutive prevailing work weeks." [125] Previously the union had merely required that a vacant situation be permanently filled within a week, but difficulties of enforcement gave rise to the more specific provisions.

d. OTHER TRADE REGULATIONS

(1). *Determination of Manning Requirements*

The determination of the number of men to man presses and stereotyping machines has long been a major issue between the publishers and these unions. The size of crew is important to the publisher because it influences directly the wage bill and to the unions because it affects employment and the working load of members. Publishers have argued that management, in the interests of economical and efficient operation, should have the sole right to determine such questions. The unions, on the other hand, have contended that journeymen, intimately acquainted with the operation of the machines, are in a better position to know how many men are needed. More important, they feel they cannot look to the employer to protect them against oppressive manning practices. For protection against possible abuse, both sides need to have a voice in determining the size of crews. With the development of collective bargaining and arbitration, manning has come to be regarded as largely a matter for joint determination.

The Pressmen's Union has no compulsory national manning provision. Because of wide variations in equipment and publish-

124. Five days has been the international union interpretation of the number of consecutive days after which a situation is created. Where international laws are recognized in full, this is frequently observed unless the contract specifically provides otherwise. According to Special Standing Committee figures, only thirty typographical contracts included specific provisions on this point in June 1939.

125. International Stereotypers' and Electrotypers' Union, *Amendments to Constitution and General Laws: Effective January 1938 and January 1939*, pp. 6, 14.

ing schedules, it is impossible to set a manning standard that would apply to all pressrooms. Two plants with the same type of presses may differ in the number of editions per shift, the size of the editions and general working conditions in the pressrooms. Manning has therefore been a question for local settlement, although national union policy has been expressed since 1910 in recommendations for minimum manning requirements for all sizes of presses.

Local pressmen's unions have been increasingly successful in negotiating definite manning specifications in contracts. In 1911 about 50 per cent of the contracts with members of the Association allowed foremen to determine manning requirements; but in 1938 only 11 per cent of the contracts declared the foreman to be the sole judge, with 28 per cent containing no manning clauses whatsoever. Between 1938 and 1939 the proportion of contracts containing definite manning specifications rose from 61 to 66 per cent.[126] With substantial unemployment among pressmen and stereotypers, contract provisions on manning have become more common because of the union pressure to increase the complement of men on the machines.

Adjustments in manning practice are often necessary as publishing schedules and pressroom equipment change. Arbitration machinery furnishes a means of making such adjustments when settlement by conciliation proves difficult. Some contracts specifically state that the foreman may reduce press crews if laborsaving equipment is installed, provided that the union shall have the right of appeal to an arbitration board if the foreman's decision is deemed unfair. If there is no stipulation of this type, arbitrators sometimes require that contract specifications be observed until a new contract is negotiated, even though new equipment has been installed.

Manning requirements in stereotyping departments also vary with local conditions. Since stereotyper unions are for the most part in the larger cities, the variation between departments is somewhat less than between pressrooms. Stereotypers, unlike the pressmen, have therefore attempted to regulate manning by inter-

126. All figures were obtained from ANPA sources.

national law. For many years the general laws of the union have specified the minimum crew for autoplate machines. When the automatic autoplate came into wider use, manning of these machines became an issue but the matter was left to local bargaining and arbitration. Proposals to enact a national law came before the 1929, 1930 and 1931 conventions, but were rejected on advice of the executive board. With the growth of unemployment among the stereotyper membership, however, a manning law was enacted in 1932, and in 1934 additional legislation was adopted stipulating requirements on the double automatic autoplate.

Enforcement of the manning laws on large papers has created no problem since more than the minimum number of men are usually employed on the stereotyping machines. The real burden is on "newspapers of small circulation and modest equipment where the production required does not demand the number of men" the law stipulates.[127] However, the officers of the international have not been inflexible in the enforcement of the national laws on manning where local conditions demand special consideration.

In March 1938, only about 31 per cent of stereotyper contracts on file with the Special Standing Committee included specific manning tables or formally recognized union manning laws. Nineteen per cent specified the foreman as the sole judge, while 50 per cent contained no manning clauses whatsoever. How many contracts with no reference to manning recognized local or national laws informally is not known, but presumably in such cases the issue was not of great importance.

(2). *Transfer of Employees*

One of the laws of the International Pressmen's Union specifies that: "No web press crew or part thereof shall be allowed to work on more than one newspaper web press in any one regular working shift." Justification of the law, in the opinion of the union, rests on the desirability of minimizing health hazards arising out of uninterrupted heavy work on newspaper presses, and accident

127. Statement of the Executive Board, International Stereotypers' and Electrotypers' Union, quoted in ANPA, *Bulletin No. 3718*, 1931, pp. 528-529.

hazards arising out of presses left undermanned when a part of a regular press crew is transferred. From the publishers' standpoint, however, it sometimes appears to be an unwarranted interference with efficient and flexible operations. When the work necessary in getting out the regular daily editions is slack it is not unreasonable, they maintain, to transfer some press crews or portions of them to presses turning out Sunday comics or feature pages. Otherwise extra pressmen must be hired while regular employees are idle.

Since the laws of the Pressmen's Union are subject to negotiation, enforcement of the national rule depends on local bargaining and arbitration. In January 1938 only ten pressmen's contracts, out of 142 on file with the Special Standing Committee, prohibited transfers. Seven additional contracts imposed some restrictions on the right to transfer.[128] Thirty-eight allowed transfers at the publishers' option, and the remaining eighty-seven contracts had no transfer provisions. Local union policy evidently has not been particularly restrictive.

Transfers from one class of work to another are also sometimes needed for economical management in composing rooms. Until recently the transfer law of the Typographical Union has not been burdensome. It provided merely that transfers could be made to meet office necessities, but not to evade priority laws or as an excuse for discharging an employee by transferring him to work with which he was not sufficiently familiar to be competent. It was essentially a protective law. Effective in 1939, the law was strengthened by adding that "except to meet bona fide emergencies, transfers for more than one half the regular shift are prohibited." Presumably the amendment was designed to make the protection afforded by the law more effective. If rigidly enforced, it would necessitate hiring so many extra men (while regular men stood idle) that the additional expense to publishers would arouse

128. Some stated the maximum number of transfers allowed, i.e., one a day, or one a week. Some allowed transfers only when the union was unable to furnish the necessary extra men. Others limited the transfer privilege to certain editions. Records of the Pressmen's Union for October 1937, covering 350 newspaper contracts, revealed that twenty-three prohibited transfers of press crews except in emergencies, thirty-five permitted them without restriction, and the remainder made no mention of them.

strong opposition. If difficulties arise locally, flexible interpretive rulings by the international executive council may remove some of its potential danger to amicable relations.[129]

(3). *The "Reproduction" or Reset Requirement*

No law in the history of union-publisher relations in the newspaper industry has aroused more articulate opposition than the reset or "reproduction" law of the Typographical Union. This law forbids the exchange of previously used typeset matter, or matrices, between local newspapers, or between a job office and a newspaper office, unless the material exchanged is again composed, proofread and corrected, within a specified time limit, by employees of the newspaper receiving it.[130]

Similar laws were initiated by local unions before the invention of the linotype when the piece rate system of wage payment was common. Under the system then in vogue, all operations performed by compositors, including typesetting and make-up work, were paid for according to measurement of the matter composed. Because of the difficulty of devising fair differential rates for different kinds of copy, that which included large blank spaces, or spaces filled by cuts or plates, was paid for at the same rate as straight news composition. The former, which was called "fat" because it usually took less time to set and make up than did straight news matter, was presumed to be distributed as equally as possible among the composing room workers. As newspaper advertising increased, this type of copy became more and more important, and unions sought to prevent any diversion of "fat"

129. Transfers have not constituted an important issue in other union departments. The Photo-Engravers have something analogous to a transfer law in their general policy of specialization within the craft. Apprentices and journeymen must elect the branch of photoengraving in which they are to work, and no member is allowed to do even temporary work in another branch without permission from the chapel chairman. Permanent transfer to another branch of work requires union consent. However, most contracts specify the right of transfer, and in any case the nature of photoengraving work is such that the law probably affects only the departments of small papers. Apparently chapel chairmen have allowed adjustments to meet local conditions.

130. A related law permitting local unions to regulate the use of plate matter now affects primarily the exchange of magazine sections, syndicated feature material, out-of-city ads and similar copy.

from their respective offices. Many therefore required that matter set outside must be measured and paid for as though it had been set in the receiving office. It was feared that otherwise publishers would have the "fat" set outside and so, in effect, lower the piece rate and earnings. With the introduction of the linotype and the general time rate system of wage payment, "measuring" outside copy and paying for it on a piece basis became impracticable, and publishers were required instead to have the matter reset or "reproduced."

After the papier-mâché method of making matrices or molds from type forms presented a convenient way of transferring matter, the international followed the lead of locals with a resolution "discountenancing the practice in several cities of loaning and borrowing matter between morning and evening newspapers." [131] In 1876 the resolution was incorporated into a law enjoining locals to "put forth every effort" to prevent interchange of matter. And in 1902 the law was amended to prohibit interchange among newspapers not under the same ownership and published in the same plant, unless such matter was reproduced. Since that time, the law has been changed to apply also to exchanges between news and job offices, and to require that previously used matter be proofread and corrected as well as reset.

The national law has affected chiefly the interchange of local advertisements. Since 1902, the executive council of the union has held that the national law does not apply to material coming to a newspaper from outside the city. The international has also urged locals to be liberal in their reproduction requirements with respect to magazine supplements and other feature matter because of the beneficial effect which the use of such material has on circulation and employment.[132]

The expense of reproduction to a newspaper varies largely according to local union policy on the use of feature matter and national advertisements, and the time limit within which matter must be reset. These issues are subject to bargaining and arbitra-

131. ITU, *Proceedings*, 1873, pp. 57-66. The use of the papier-mâché method became general around 1870.

132. See ITU, *Officers Reports*, 1905, pp. 22-23.

tion although the minimum requirement of the national reproduction law itself is not negotiable. Records show that local requirements covering feature matter and national ads are generally not burdensome.[133]

The union often argues that the law helps to protect workers from bearing all the burden of technological developments. In addition two other arguments hâve been advanced: first, that it protects independent papers against unfair competition from chain newspapers;[134] second, that a publisher has an obligation to provide "extras" with "as much opportunity to work as the business of that concern will legitimately afford to them," in return for the flexibility which the reserve of union extras makes possible.[135] Irrespective of the merit of this argument, a more economical plan for meeting the problem might well be devised. The first union argument is not so persuasive, for had the reproduction law helped to protect the independent paper, it would hardly have aroused such general opposition from the publishers.

Publishers contend that union policy on reproduction is self-defeating; that by preventing economies of publication it curtails the bulk size and number of papers published, and hence the amount of employment. However, as long as most unions continue to allow the exchange of almost everything except local ads,

133. In January 1939, Association newspapers in 250 cities used without reproduction: (1) printed supplements, syndicate pages and other features; and (2) plates, cuts or matrices of advertisements received from outside the city. In 22 additional cities, only the second type of material was exempt from reproduction. A 1938 survey of 219 cities showed that 38 per cent of the contracts allowed at least 30 days in which to reproduce exchanged matter. Nineteen per cent allowed from two to three weeks; 24 per cent stipulated one week to twelve days; and only 19 per cent allowed less than one week. When a reasonable time limit is allowed, the international law may necessitate the hiring of few, if any, extra men. Ordinarily there is spare time, or "standing time," between peak periods during which much of the reproduction work can be done by the regular force. It should be noted that the time required to reproduce copy which has already been set is always less than the time required to set it originally—sometimes by as much as 50 per cent, according to union members.

134. U. S. Commission on Industrial Relations, *Final Report and Testimony,* Vol. I, 1916, pp. 594-608 (Testimony of James Lynch, former president of the ITU). This argument was also given, in a slightly different form, by President Howard, in 1924. See *Transcript of Proceedings, Anaconda Typographical Union No. 255* v. *Anaconda Standard,* 1924, pp. 113-115.

135. President Howard, *ibid.*

the reproduction requirement will probably become less and less important. Advertising policies are becoming so discriminating that local ads in different papers in the same city are often varied according to type of circulation and the time of the edition. And when ads are not identical their exchange is, of course, impossible. Although the reproduction of any exchanged matter is obviously uneconomic, the net effect on production costs today is probably slight.

6. COLLECTIVE BARGAINING: EVALUATIONS AND CONCLUSIONS

Having sketched the development and operation of collective bargaining in the newspaper industry, we are now in a position: (1) to summarize its results for those who are parties to the industrial equation—the workers, employers and the public; (2) to single out for brief discussion the supporting and limiting forces affecting collective bargaining; and (3) to indicate some of the more important unsolved problems that are properly of concern in current collective bargaining policy.

a. RESULTS

It is apparent that under collective bargaining one of the most important gains for workers in the newspaper trades has been the establishment of definite democratic rights in industry. The former arbitrary management of labor relations has been replaced by representative management. In part this has been limited by arbitrary application of certain union laws. On the whole, however, the working environment and relationships have both improved. Moreover, the responsibility of participating in self-government in industry has important implications for self-government in a democracy.

The standard of living of the craftsmen in the industry has unquestionably been improved through collective bargaining. Wage rates have risen and annual earnings have increased. Hours have declined to a point where in many instances union members themselves oppose further reductions. Working conditions also have been improved. Health and accident hazards are no longer a

serious problem. Job security has been safeguarded to an extent unapproached in most other industries. Through the closed shop and the operation of union rules, workers are protected against discrimination and favoritism in hiring and discharge.

Under collective bargaining, publishers have enjoyed relative freedom from strikes and other interruptions to production. Recognition of the closed shop guarantees the publishers an adequate supply of trained and efficient workers, except in their photoengraving departments. Pressmen, with their engineering service and technical trade school, and photoengravers, with their technical bureau, have made special efforts to raise efficiency; and all unions have contributed to efficiency through their regulation and training of apprentices. In addition, union policies on hiring and discharge have reduced costs of labor turnover. The unions have also assumed responsibility for certain supervisory and disciplinary duties in their departments, the burden of which management would otherwise bear. Finally, through orderly collective bargaining the publishers have won employee good will and a more favorable public opinion.

Publishers have not gained these advantages without paying a price. In the depression years from 1930 to 1940, union organization and wage policies not only blocked wage reductions but brought increases in hourly rates, both of which caused hardships and severe readjustments for some newspapers. In many localities the enforcement of certain union rules has raised costs and prevented needed economies.

For the economy as a whole, collective bargaining in the newspaper industry has contributed to industrial peace. Conciliation and arbitration methods which have been developed are of exemplary significance. Many groups—employers, unions and government—have drawn lessons from the industry's experience.

b. SUPPORTING AND LIMITING FACTORS

There are a number of different factors that have influenced the success and stability of collective bargaining in the industry. These may be classified into three groups: (1) those relating primarily to the economic character of the industry; (2) those pertaining to

the nature and degree of organization of workers and employers; and (3) those relating to certain operative aspects of collective bargaining itself.

Economic Characteristics of the Industry

The fact that the newspaper industry has been relatively stable has contributed to stability in collective bargaining relationships. Unlike many industries, newspaper production and employment have not been vitally affected by business cycles, seasonal factors or shifts in demand. Nor, in recent years, have basic methods of production been affected by any fundamental technological or other laborsaving changes.

Technological changes may in the future, however, present problems to some crafts—particularly compositors and stereotypers. Already perfected is the teletypesetter, which operates automatic typecasting machines in an office from a punched tape—or sets type automatically at any number of points by wire transmission. Although such equipment is potentially capable of considerable labor displacement, the typographers have taken steps to control this by extending their jurisdiction over the few machines already introduced, by insisting on union scales for tape punchers, and by manning provisions covering the automatic typesetters. Machines for composition other than linotypes are also being developed. Offset newspaper printing, which eliminates the stereotyping process, is also being introduced on a few small dailies, because reductions can be made in capital and operating costs. If, in the future, offset newspaper production becomes practicable and the equivalent of a composing typewriter is introduced, mechanical operations on daily newspapers may be revolutionized and collective bargaining profoundly affected.

Unlike many industries, newspaper publication is essentially local in character. With more than 60 per cent of all dailies in one-newspaper cities, competition is limited. Where one newspaper monopolizes a local field, it has been easier for unions to get higher wages and improve their situations. The relatively prosperous condition of the industry, particularly in early years, has also provided a stable financial base for collective bargaining.

Certain cost conditions have had an important bearing on the stability of collective bargaining. The fact that for the mechanical trades the proportion of labor costs to total costs is not high has made it possible for unions to secure more substantial wage increases than might otherwise have been the case. During periods of rising revenues, increases in labor costs apparently have not been a heavy burden on the industry, although the higher wage rates in depressions have been burdensome. Relatively heavy capital charges have placed a premium upon continuous operation, particularly since investment is more or less immobile. Organized relations to insure uninterrupted production have been desirable from the publishers' standpoint.

A number of economic factors tend to limit the successful operation of collective bargaining. Most important are the steady decline in the number of daily papers and the shrinkage in employment opportunities, especially since 1930. To meet the unemployment problem, the unions have reduced hours on a share-the-work basis. But work-sharing programs lower per capita weekly earnings and beget demands for higher wages. Wage rates and industry costs have risen during a period when revenues have shown no substantial recovery to the levels of predepression days. The number of newspaper consolidations and suspensions has risen. Production is tending more and more to be concentrated in a declining number of larger papers, whose man-hour labor requirements per unit of output are proportionately less. Obviously, employment opportunities in the industry are adversely affected and in the long run this may seriously weaken collective bargaining.

Characteristics of the Organizations

The character of union and publisher organization has done much to promote successful collective bargaining. Although the publishers are not as highly organized nationally as the unions, a working unity has been obtained through close cooperation in local associations and through employer leadership provided by the American Newspaper Publishers Association. Strong organization has made it possible for the unions and publishers to carry out

more effectively their bargaining policies. The relative equality in bargaining power has discouraged them from direct action and has fostered conciliation and arbitration. Finally, able and far-sighted leadership long enjoyed by both sides has contributed greatly to orderly relationships.

Operative Forces in Collective Bargaining

Basic to all bargaining relationships in the industry has been the willingness of unions and publishers to negotiate and to settle peacefully their differences. This attitude has been reflected in the atmosphere under which collective bargaining has functioned. Agreement has been facilitated where negotiations have been carried on in an orderly and businesslike manner, and where use has been made of those techniques which minimize existing differences.

Clearly defined methods and procedures and adequate machinery for settling disputes have contributed to the success of collective bargaining in the newspaper industry. Local written agreements, the use of local and international arbitration, and the emergence of a body of common law have made for stability in industrial relations. For example, local written agreements which are inclusive and specific have reduced disputes arising out of interpretation of contracts. Needed flexibility has been provided through interim "opening" provisions limited to changes in scales. The practice of the internationals and the Publishers Association in approving and underwriting local agreements has been a powerful force for promoting the observance of contractual obligations by the local parties.

Finally, long experience with collective dealings and development of seasoned methods of negotiation are other factors contributing to stable bargaining relationships in the industry. Through this experience unions and publishers have come to think in terms of joint solutions of their problems and possibilities of agreement have thereby been widened. Because orderly procedures have proved advantageous to both unions and publishers, collective bargaining, as it has developed through the years, has come to be an accepted tradition in the industry.

c. UNSETTLED PROBLEMS

One unsolved problem confronting the parties is the relation of union legislation to collective bargaining. This involves the question of how far unions may go in passing laws which affect the scope of collective bargaining and contractual relations. The issue has been long-standing and in 1922 contributed to the breakdown of a formal system of arbitration with all the internationals except the Pressmen's Union. Publishers feel strongly that ex parte union legislation, affecting wages, hours and working conditions, weakens collective bargaining and limits arbitration; that recent union laws establishing the five-day week, union approval of office rules and union regulation of transfers make a solution of this problem urgent. Sooner or later this question must be faced and satisfactorily settled.

Rising Costs and Shrinking Numbers

A second major problem is the relation of the growing number of suspensions of daily newspapers to wage scales and labor costs. Only in the last few years, when important papers have "folded" in increasing numbers, has the problem become a matter of concern to the international unions and the Publishers Association. Rising labor costs in the mechanical departments are cited as a contributory factor. However, there have also been important increases in newsprint prices, in taxes and in labor costs for non-mechanical workers, as well as declines in advertising and an inherent tendency toward concentration of production in the industry. Nevertheless, many publishers and some union officials wonder how long the industry can continue to support a steadily mounting structure of wage rates, and how union sentiment for rising wage and living standards can be reconciled with the stubborn fact that the industry is no longer expanding nor is it as profitable as in former years.

A reasonable wage policy in collective bargaining and arbitration is frequently difficult to establish. Where internationals are democratically governed, union politics often strongly influences wage negotiations and makes it hard to temper wage demands in

the light of prevailing economic conditions. Some way must be found: (1) to show the workers how steadily increasing labor and other costs affect newspaper stability, volume of employment and total wage payments; (2) to develop cooperative union-publisher policies which will improve efficiency and reduce costs without necessarily lowering union standards or retarding their improvement. Recently, President George Berry of the Pressmen's Union said:

> the . . . newspaper industry of America is not necessarily a growing institution, but there is evidence of disintegration that must challenge the attention of every member of our unions, and we must give our best . . . in the stabilization and in the making of a profitable enterprise in the business in which we engage, to the end that there should be more for us, more for the management and more for the investor . . . .[136]

President Berry proposed a federation of unions in the printing trades, for offensive and defensive purposes, to further collective bargaining, and to deal with joint problems in the industry. Similar proposals advanced in earlier years were blocked by problems of cooperative financing and control. Today it appears that the internationals are still too much concerned about these matters and their own individual interests to be ready to federate and cooperate in solving the larger problems confronting collective bargaining.[137]

From the standpoint of union-publisher cooperation, federation is desirable. For example, such an organization could sponsor a program for effecting economies, which the officers of the individual internationals could not do. The publishers, in return, might then be willing and better able to grant certain union demands. If, through cooperative effort, the industry could be made more profitable, labor incomes, standards, and perhaps employment would rise.

136. Statement before the convention of the Typographical Union. See ITU, *Proceedings*, 1939, p. 27.

137. The recent suspension of the Typographical Union by the American Federation of Labor, for failure to pay an assessment levied in connection with the AF of L-CIO controversy, may tend to create more unity in the printing trades. See *The New York Times*, January 30, 1940.

7. Collective Bargaining in Editorial and Commercial Departments

The years since 1933 have witnessed one of the most interesting developments in the history of the American labor movement—the first widespread unionization of white collar workers in a major industry. In a little more than seven years, the American Newspaper Guild has organized 11,516, or more than 40 per cent of the employees in editorial departments, and 5,694, or about one ninth of those employed in the commercial departments of daily papers.[138] The background, development and results of this remarkable achievement call for a brief examination.

a. History of Organization

Before the organization of the Guild, both the International Typographical Union and the American Federation of Labor tried without much success to organize news writers. Lack of sustained interest on the part of editorial workers, opposition from publishers and widespread feeling that trade unionism did not apply to this type of work, all played a part in previous failures. Of fifty-nine news writers' unions chartered by the ITU between 1891 and 1919, only six survived more than five years.[139] The AF of L, which assumed jurisdiction over news writers in 1923, chartered

138. "Report of the Administrative Officers to the 1940 Convention of the American Newspaper Guild," *Proceedings of the Seventh Annual Convention of the American Newspaper Guild,* July 1940, p. 17. Book membership figures since the organization of the Guild are reported as:

	Editorial Departments	Commercial Departments
June 1934	4,936	(Not in Guild jurisdiction)
June 1935	5,250	(Not in Guild jurisdiction)
June 1936	5,830	(Not in Guild jurisdiction)
June 1937	11,112	(Not in Guild jurisdiction)
June 1938	13,505	3,292
June 1939	13,727	5,028

The decrease in membership from the 1938 and 1939 totals is declared by the Guild to be a result of "the first sustained campaign, . . . in connection with the introduction of new forms, to clear deadwood off the books, . . . lump removals of long inactive membership [totaling] 4,635." New members added during the year 1939–1940 are reported to number 3,235.

139. Lee, *op. cit.,* p. 670.

some nine locals in the decade that followed. Only five were in existence in 1936 when they affiliated with the Guild.[140]

(1). *Organization of the American Newspaper Guild*

A combination of economic and political factors contributed to the resurgence of interest in union organization in 1933. During the early years of the depression, editorial workers suffered far heavier wage cuts and unemployment than did the strongly unionized employees in mechanized departments of newspapers. Problems of editorial workers were sufficiently acute to make them take advantage of the chance to improve working conditions which the National Industrial Recovery Act of 1933 appeared to offer, and a number of local associations of reporters sprang up within a few months. They were formed chiefly to give editorial employees representation in the formation of an industrial code for the industry. Leadership and encouragement were given particularly by the New York Guild under Heywood Broun, who called a national convention in December 1933. Delegates from thirty cities met, and the American Newspaper Guild was formed.

The Guild affiliated with the AF of L in 1936. In 1937 affiliation with the CIO was voted. At the same time it was decided to extend jurisdiction to commercial departments, and to promote actively industrial unionism in the industry, so far as compatible with the existing organizations in the mechanical trades. Since that date those eligible for membership include editorial and commercial employees on newspapers and news magazines, as well as those doing similar work for press associations, news syndicates, news photo agencies, newsreel companies, radio news services and broadcasting companies. Most of the organization to date has been on newspapers.

(2). *Development of a Trade-Union Attitude*

During the first year of the new union, the majority of its members were torn between the old conception of newspaper work as a profession and a new desire to improve their economic condi-

140. "Collective Bargaining in the Newspaper Industry," *Bulletin No. 3,* National Labor Relations Board, Division of Economic Research, October 1938, pp. 111-112.

tions by collective action. They contemplated an organization which would bargain with publishers, but not in the trade-union sense of employing such traditional labor weapons as strikes, boycotts, picketing and the like. "Its strength . . . will be in the collection, study, and intelligent presentation of facts," declared one leader of the New York Guild, in November 1933.[141]

The original constitution of the American Newspaper Guild gave the national union and national officers virtually no important powers, nor was there to be national intervention in local bargaining except upon request of a local guild. The National Executive Committee was given power to bargain with press associations and syndicates of national scope; but no bargain was binding without a two-thirds endorsement, by referendum, of the employees affected. Individual members could continue to negotiate personally with employers, though without the support of the Guild.

Disillusionment over the effectiveness of this form of organization was soon forthcoming. The Guild obtained under the NRA Newspaper Industrial Code almost no provisions for improving the welfare of editorial workers. Union-publisher antagonisms made the Industrial Board an almost completely ineffective instrument. Only over the opposition of the Publishers Association did the Guild even attain representation on the Board.[142] A few publishers granted wage increases and minor improvements in working conditions, but only one important contract with a publisher was made before September 1934.

The second Guild convention, in June 1934, was in a more favorable mood to adopt trade-union methods. A bargaining program was approved,[143] local guilds were advised to consult more

141. *Guild Reporter,* November 23, 1933.

142. Later, the Guild did receive effective support in its drive for recognition from the National Labor Relations Act. From 1935 through September 1938 the Guild brought more than thirty cases to the NLRB. The 1937 decision of the U. S. Supreme Court, upholding a 1936 Board decision in favor of the Guild, and establishing that the Act did not violate the constitutional guarantee of freedom of the press, gave great impetus to the Guild's campaign. *Associated Press* v. *National Labor Relations Board,* 301 U. S. 103 (1937).

143. The most important points were: a graduated scale of minimum wages, maximum hours, the Guild shop (union shop), overtime pay or accumulated time off for overtime, one-year contracts, graded dismissal notices, sick leaves with pay,

frequently with national officers, and individual members were forbidden to negotiate "for a wage or other standard of employment inferior to that secured by the Guild in any collective action." The amended constitution also required the submission of proposed local contracts to the National Executive Committee for recommendations. At later conventions the powers of the national organization were further strengthened until in 1939 the Executive Board was given power to suspend the charter of any local which, without its authorization, signed a contract containing "serious deviations from the Collective Bargaining Program" adopted by the national conventions. The national office of the Guild now compiles information to guide bargaining negotiations, and since 1935 has supplied locals with a standard contract form.

b. SETTLEMENT OF DISPUTES

Unlike the other unions in the newspaper industry, the Guild has never favored advance commitments to arbitrate disputes, but it does not oppose arbitration in certain circumstances. A number of disputes over discharges and contract interpretation have been arbitrated. In at least two cases (Duluth and Wilkes-Barre) wage scales were arbitrated after strikes which brought agreement on all other points. A few agreements which set up standing arbitration machinery for the settlement of disputes arising under a contract have also been made.[144] The Guild constitution allows no agreement to provide for arbitration of contract renewals. The Guild position is that "at this stage" voluntary restrictions on the right to strike are not in its best interests. It argues that arbitration stabilizes existing conditions, that arbitrators tend to be biased in favor of the employer point of view, and that Guild status is not

paid vacations, no salary reductions during term of contract, apprenticeships or some system of training and advancement, grievance committees for handling grievances, and staff to perform no duties of employees in other departments. *Editor and Publisher,* June 16, 1934, p. 41.

144. In June 1938 there were nine such agreements and in January 1940, seventeen (ANG, *Survey of Agreements and Bulletin Board Statements in Effect on June 1, 1938;* ANPA, *Bulletin No. 4410,* January 1940, pp. 209-250). A larger number of contracts (sixty-six in January 1940) provide for grievance committees with whom the publisher agrees to meet. In 1939 there were arbitrations with the Guild on three newspapers, two of which were members of the ANPA. *Editor and Publisher,* April 27, 1940, p. 20.

yet secure enough to entrust decisions to an outsider. It is quite probable, however, that if and when the Guild receives the same degree of recognition from publishers that the mechanical trades have long enjoyed, its faith in arbitration will be strengthened. Up to the present, publishers in general have fairly strongly opposed Guild organization, despite their rather satisfactory experience with the other unions.

The relative success of early Guild strikes—a surprise to many persons, including some Guild members—increased the confidence of the union in its ability to gain its ends by militant measures if necessary. Effective use of boycotts and strong support of organized labor at the scene of difficulty have greatly aided Guild strikes.[145]

C. THE "FREEDOM OF THE PRESS" ISSUE

"Freedom of the press" is a phrase which has figured prominently in opposition to the Guild almost since its origin.[146] Partly on the grounds of preserving this freedom, the publishers opposed the inclusion of editorial department employees under the Newspaper Industrial Code, and later contested the jurisdiction of the National Labor Relations Board set up under the NRA. After the National Labor Relations Act was passed, the United States Supreme Court ruled in the Associated Press case that under the law union activity for collective bargaining did not constitute a threat to freedom of the press.[147]

145. ANPA sources record one strike begun in 1934, three in 1936, eight in 1937, eight in 1938, and two in 1939. All except one, where the paper permanently suspended publication, resulted in the signing of Guild contracts or (in four cases) unilateral statements in bulletin board notices. Seven were union-shop and seven open-shop agreements. In one case, the seventeen-month strike on the Chicago *Herald-American*, the Guild lost in the final election to determine the bargaining agent for editorial and commercial departments. Nine of the strikes lasted for more than three months, four others for more than one month.

146. As early as 1899, publishers opposed the efforts of the ITU to organize news writers, on the same grounds, and organization was somewhat hampered on that account. Tracy, *op. cit.*, p. 522.

147. The Court stated that "The act . . . does not require that the petitioner retain in its employ an incompetent editor or one who fails faithfully to edit the news to reflect the facts without bias or prejudice. The act permits a discharge for any reason other than union activity or agitation for collective bargaining. . . . The regulation here in question has no relation to the impartial distribution of the news.

Since then, the freedom of the press issue has been raised primarily against the Guild-shop provision. Inclusion of all editorial employees in the Guild, it has been alleged, would result in biased news writing. The Guild, however, stresses that its membership is open to all editorial workers; that publishers may hire new employees who are not Guild members, provided they join the Guild within thirty days after their employment; and finally that sole control and direction of editorial policy rests with the publisher as before.

There seems to have been no complaint from publishers who have recognized the Guild shop that their editorial prerogatives are infringed. Fears of press "censorship" or news bias by Guild members, as expressed by nonpublisher critics in recent months, seem to stem from distrust of the present Guild administration, rather than from fear of the Guild-shop provision itself.

d. RESULTS OF COLLECTIVE BARGAINING

Union Status and Organization

The American Newspaper Guild is recognized by some type of agreement in 132 out of a total of 143 newspapers having union contracts or understandings covering their editorial or commercial departments, or both.[148] Twenty-seven papers have union-shop, seven modified union-shop, and seventy-eight open-shop agreements; twenty operate under "policy notices," or unilateral statements by employers covering wages, hours and working conditions. On 66 newspapers the agreements include only the editorial

The order of the Board in nowise circumscribes the full freedom and liberty of the petitioner to publish the news as it desires it published. . . ." *Associated Press* v. *National Labor Relations Board,* 301 U. S. 103 (1937).

148. A labor organization other than the Guild is recognized on sixteen newspapers, of which five, however, recognize the Guild in one department and a different organization in another department. These other organizations are distributed among the sixteen newspapers as follows:

Independent local unions	6
AF of L unions	10
American Federation of Newswriters, Reporters and Editorial Writers	5
News Distributors' and Office Workers' Union	4
American Federation of Newswriters, Reporters and Editorial Writers; Newspaper Commercial Associates	1

departments, on 3 only the commercial, and on 63 both editorial and commercial departments.[149]

Of course the extent of Guild organization is hardly comparable to that of the Publishers Association. Out of 266 cities with Association newspapers in September 1939, the Guild was established in only 79, and was organizing in 7 others. Larger cities have been more successfully organized than the smaller towns.[150] Organization work has been handicapped by lack of money and inability to support more than three field organizers.

Wages and Hours

In the years immediately preceding the depression, wages in the news and commercial departments had not made any advance comparable to the rise in the cost of living or to the increase in wage rates in mechanical departments. Between 1930 and 1934, according to a survey by the Bureau of Labor Statistics, earnings of newspaper editorial workers as a whole had declined about 12 per cent. In the latter year, 46 per cent of the reporters, for example, earned less than $36 a week, while 13 per cent received less than $20.[151] *Editor and Publisher,* commenting on the wage situation at that time, stated: "No one with newspaper experience doubts that editorial pay is scandalously out of line." [152]

149. All the above figures are compiled from ANPA, *Bulletin No. 4428,* July 1, 1940. The 1940 convention of the Guild reported 131 newspapers under contract with the Guild on June 1 of that year. This represented an addition of 19 shops to the 120 of the previous year, 8 papers with Guild contracts having "folded" during the year. The Guild claimed 54 shops to be operating under union-shop or modified union-shop agreements; however, newspapers were not tabulated separately from the 19 wire services, news magazines and radio stations. *Proceedings of the Seventh Annual Convention of the American Newspaper Guild,* July 1940, p. 9.

150. There are Guild locals in 88 per cent of the cities whose populations are in excess of 200,000, in 39 per cent of the cities between 100,000-200,000, in 26 per cent of the cities between 50,000-100,000 and in only 10 per cent of those between 25,000-50,000. Tabulated from ANPA, *Memorandum* of September 15, 1939.

151. The average for deskmen was $51.32; photographers, $34.79; artists, $47.80; and copy, office and errand boys, $13.28 (U. S. Bureau of Labor Statistics, *Monthly Labor Review,* May 1935, pp. 1420-1422). A survey made by the Guild, covering 158 dailies, showed that the average worker had 9.6 years of experience, of which 5.4 were with his present employer *(Wage Survey, American Newspaper Guild,* Records Section, U. S. Department of Commerce). Another survey, covering 821 newspapers, was made by the ANPA, with findings similar to those of the Bureau of Labor Statistics. See ANPA, *Bulletin No. 4050,* 1935, p. 260.

152. October 13, 1934, p. 24.

Since 1934 no survey of actual wages paid has been made. However, some information is available from Guild contracts providing for minimum weekly wages, based on experience or length of service, which are graduated upward, usually over a five-or six-year period. Minimum wages for reporters, for example, commonly range from an average of $25 the first year to $40 or $45 in the fifth or sixth year. Of course, many employees are paid above minimum rates. Because of this fact and the great variety of occupational classifications, particularly in commercial departments, it is difficult to trace the trend of wages under Guild organization. From a study of contract minima, however, the Guild appears to have secured higher wages in the lower paid classifications and on starting jobs, and to a lesser degree for those workers with long years of experience who are in the upper wage brackets. Hours have been reduced in almost all jurisdictions to forty a week on a five-day basis, so that hourly earnings have in effect been increased thereby. The five-day, forty-hour week was made mandatory for all Guild contracts by an amendment to the constitution in 1937. The Guild is currently seeking a thirty-five-hour week in some jurisdictions.

In addition to advancing wages, the Guild succeeded, during the recession of 1938, in preventing reductions in pay.[153] More favorable overtime provisions stipulating payment at a higher wage rate, or specifying equivalent time off, have also been won. Finally, the Guild has helped to obtain such other wage gains as sick leave and vacations with pay. Although these were doubtless granted by the majority of papers before the advent of the union, contract clauses have insured continuance of these practices and given them wider application. They are now provided for in virtually all contracts.

Security of Employment

The Guild has been a pioneer among labor organizations in protecting employment tenure of its members by securing dismis-

153. Heywood Broun, *Proceedings* of the American Newspaper Guild, 1938, p. 19. Provisions prohibiting reductions in pay during the life of the contract have helped the higher paid employees especially.

sal or "severance pay.[154] The widespread adoption of such provisions may be traced to several factors. "Capricious firing" had been prevalent in the nonmechanical departments of the industry. Suspensions, consolidations and retrenchments on newspapers had also thrown many workers in the editorial and commercial departments out of their jobs. As a consequence, one of the primary objectives of the Guild in collective bargaining was to establish the principle of dismissal compensation. At present it is guaranteed in almost all agreements, usually with one week's pay for each thirty weeks, eight months, or one year of service. In some agreements the right to dismissal pay is unqualified, but in most contracts it is not paid if discharge is for cause.

Protection against unfair discharge is generally provided by specifying in the agreements the justifiable reasons for discharge. The commonest are gross misconduct, neglect of duty, insubordination, dishonesty, drunkenness and willful provocation of discharge to obtain dismissal pay.

Certain other contract provisions affect promotion and transfer. Almost half of the agreements give first consideration in filling vacancies for higher positions to employees on the staff. To give a chance for employment and promotion by transfer to other newspapers, over 40 per cent of the agreements prohibit arrangements between publishers not to employ members of each other's staffs. Duties of photographers and reporters are separated, except for emergencies, to prevent the elimination of jobs.

e. CONCLUSION

In the few years of its existence the Guild has achieved a rather remarkable success for a white collar union. If organization is extended in the future it will probably be chiefly in the smaller cities and in commercial departments. It is possible that diverse interests of members in the editorial and commercial departments, and of higher and lower paid workers, may become problems. At present there is a deep organizational cleavage in the membership be-

154. The Guild has also feared that layoff of part of the staff might follow the signing of an agreement providing for wage increases, and therefore approximately one half of the contracts specifically prohibit layoffs occasioned by the expense of putting the agreement into effect.

tween those who favor a strict trade-union program and those who support Guild declarations and action on the nation's domestic and foreign policies. As a consequence, growth in membership and effectiveness in collective bargaining have been checked.

Despite its short history, the Guild has helped to raise wages in news and commercial departments and has introduced new issues for collective bargaining in the industry. It has forged a chain of new demands such as sick leave and vacations with pay, guaranteed employment and dismissal compensation. Because many of its members by their very training have a broad grasp of social, economic and political affairs, the Guild, if ably led, may have an important influence on organized labor and collective bargaining in America.

Chapter 3

BOOK AND JOB PRINTING

EMILY CLARK BROWN

THE ROOTS OF COLLECTIVE BARGAINING in the book and job printing industry reach down into the early decades of the nineteenth century, when societies of journeymen printers in many cities presented price lists to their employers.[1] For many decades the International Typographical Union and its sister unions in other printing crafts have played important parts in book and job printing. A rich history is recorded in these unions' minute books and publications, and by the associations of employing printers, shorter though their history is. Union-employer relationships in this industry, with their long experience and their well-established traditions, are a guide post either to point the way or to warn of danger spots.

1. THE INDUSTRY

a. SIZE, DIVISIONS AND LOCATION

Job printing in the early nineteenth century was only a small side line of newspaper shops. By 1880, however, it was a distinct industry which employed 58,506 wage earners in 3,468 book and job shops. In addition 10,612 bookbinders were reported employed in 588 shops.[2] By 1937 the entire book and job industry, as the trade itself draws the lines, employed 192,045 wage earners in 13,948 plants. Of these, 10,587 establishments in book, music and job printing and publishing employed 141,368 wage earners; 2,364 periodical printing and publishing plants employed 25,344

1. Ethelbert Stewart, "A Documentary History of the Early Organizations of Printers," U. S. Department of Commerce and Labor, *Bulletin of the Bureau of Labor*, Vol. II, 1905.

2. U. S. Bureau of the Census, *Manufactures, 1905*, Pt. III, p. 713; *1921*, p. 649.